



**CITY OF WINTER PARK
CITY COMMISSION MEETING
AGENDA
JANUARY 16, 2007
COMMISSION CHAMBER
3:30 p.m.**

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Friday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the City's website at www.cityofwinterpark.org.

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located on the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address and direct all remarks to the Commission as a body, and not to individual members of the Commission, staff or audience.

Comments are limited to four (4) minutes. The yellow light indicator will remind you that you have one (1) minute left to sum up. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your City government.

INVOCATION: Pastor Collyns Moore, Winter Park Christian Church
PLEDGE OF ALLEGIANCE

1. MAYOR'S REPORT:

- a) Proclamation - Ernie Manning Retirement
- b) Proclamation - Arbor Day
- c) [Report from the Commuter Rail Task Force and approval of direct mail piece.](#)
- d) [Presentation by Diedre McNab, President of the League of Women Voters of Orange County regarding a dedicated funding source for transit, which may benefit commuter rail.](#)
- e) [Proclamation of the 2007 Primary/General Elections](#)

2. CITY ATTORNEY'S REPORT:

- a) [Resolution-Supporting the Nemours Orlando Children's Hospital.](#)

3. CONSENT AGENDA:

- a) [Approve the minutes: 12/11/06 regular meeting and 12/18/06 special meeting.](#)
- b) [Approve the following bids and purchases:](#)
 - 1) [PR130573 to HD Supply Utilities LLC, for transformers for Electric Utility stock; \\$65,820.00 \(Budget: Electric Utility\)](#)
 - 2) [PR 130356 to Cross Match Technologies, Inc. for Police ID system from the Federal GSA Contract # GS 35F 0199R, for law enforcement equipment and supplies; \\$19,219.53 \(Budget: Forfeiture funds\)](#)

- 3) PR 130669, to Wesco Turf Supply, Inc. for a Reelmaster mower for Parks Maintenance, from the State contract #515-630-06-1; \$37,158.00, (Budget: Vehicle Replacement Fund)
 - 4) Reject all proposals received on Request for Proposals-3-2007, Professional Dry Cleaning Services for Public Safety uniforms. Allow staff to revise the specs and re-solicit at a later date.
 - 5) Reject all proposals received on Request for Proposals-2-2007, Tree Trimming for Electric Power Lines and General Tree Maintenance. Allow staff to revise the specs and re-solicit at a later date.
 - c) For Your Information – University Water Treatment Plant appraisal.
 - d) Approve the contract with ZHA for the Brookshire Elementary School and Community Center site plans.
 - e) Approve the Permitting Mutual Aid Agreement with the City of Orlando.
4. **CITY MANAGER’S REPORT:**
- a) Ethics Task Force Voluntary Campaign Contribution Limitation Agreement and letter.
5. **PUBLIC HEARINGS TO BE HELD AT 3:30 P.M. OR AS SOON THEREAFTER:**
- a) **Commuter rail ordinances:**
 - ORD - A CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE USE OF ANY LANDS OWNED OR CONTROLLED BY THE CITY IN CENTRAL PARK OR THE CENTRAL BUSINESS DISTRICT OF WINTER PARK FOR THE CONSTRUCTION, RENOVATION, OR OPERATION OF A COMMUTER RAIL STATION (2)
 - ORD - A CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REGARDING THE APPROPRIATION OR EXPENDITURE OF CITY FUNDS ON A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK; SPECIFICALLY REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE APPROPRIATION OR EXPENDITURE OF ANY CITY FUNDS FOR PURPOSES OF DESIGNING, PERMITTING, CONSTRUCTING, RENOVATING, MAINTAINING, OPERATING, OR SUPPORTING ANY STRUCTURE OR BUILDING FOR USE AS A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK (2)
 - b) **Redevelopment of the Post Office property (Carlisle project) at 300 N. New York Avenue:**
 - Proposed settlement terms and agreement
 - Conditional use and preliminary development plan approval
6. **NEW BUSINESS (PUBLIC): THIS TIME IS INTENDED FOR COMMENTS THAT ARE NEW BUSINESS. COMMENTS ON ISSUES COMING BEFORE THE COMMISSION AT A LATER MEETING SHOULD BE MADE AT THE TIME OF THE SCHEDULED AGENDA ITEM.**
7. **NEW BUSINESS (CITY COMMISSION):**

“If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.” (F. S. 286.0105). “Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407 599-3277) at least 48 hours in advance of the meeting.”

CITY MANAGER'S REPORT

DATE: January 16, 2007

SUBJECT: Acceptance of Commuter Rail Task Force final report and approval
of the Commuter Rail direct Mail piece

The Commuter Rail Task Force was appointed to review the issue of a commuter rail station in Winter Park. The report is attached.

The Communication Department created a direct mail piece to educate residents regarding the facts of Commuter Rail, the pros and cons associated with the project and the recommendation made by Commuter Rail Task Force and City Commission. This mailer is scheduled to be delivered to the Post Office at the end of January.

STAFF RECOMMENDATION: Accept the Commuter Rail Task Force final report and approve the direct mail piece.

**THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS
FOLLOWS:**

<input type="checkbox"/> Finance	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Fire	<input type="checkbox"/> Planning Dept.	<input checked="" type="checkbox"/> Public Works
<input type="checkbox"/> MIS	<input type="checkbox"/> Police	<input type="checkbox"/> Risk Mgmt.
<input checked="" type="checkbox"/> City Attorney		<input type="checkbox"/> Purchasing

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January 11, 2007

Mayor Strong and City Commissioners
City of Winter Park City Hall
401 South Park Avenue
Winter Park, FL 32789

RE: City Commuter Rail Task Force Report

Dear Mayor Strong and Commissioners:

The members of the Commuter Rail Task Force have worked for almost six months to compile information on the benefits and costs of having a commuter rail stop in Winter Park. The decision before you and the voters, if there is a referendum on the matter, is complex and will require thoughtful study. This decision will have a significant impact on our community, even more so in future decades than in the next few years.

You will find the recommendations of the Task Force in the Executive Summary on page 3 of the Report. They were adopted by a 10-2 vote at the group's final meeting on January 9. The full report was discussed in detail and accepted by a majority vote of the members present. They voted not to permit addition of a Minority Report.

At the appropriate time, please recognize the initiative and support of Congressman John Mica and Commissioner Bill Segal in this project.

Please contact the committee if we can provide any additional information.

Sincerely,



Kenneth F. Murrah, Chair

cc: Congressman John Mica
Commissioner Bill Segal
City Manager Jim Williams



COMMUTER RAIL REPORT To City Commission of Winter Park

JANUARY 10, 2007

BY

**WINTER PARK COMMUTER RAIL
TASK FORCE**



**CITY OF WINTER PARK
401 PARK AVENUE, SOUTH
WINTER PARK, FL 32789**

COMMUTER RAIL TASK FORCE REPORT

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Executive Summary

The Winter Park Commuter Rail Task Force in a 10-2 vote expresses its support for a stop in Winter Park. We conclude that to decline a stop would be a major lost opportunity for the City, in both quality of life for residents and significant federal and state dollars.

Further, the Task Force urges the Mayor and City Commissioners to lend their support to regional dedicated funding of transit to ensure that Winter Park will not have to pay O&M costs in the future, other than those shared by all Orange County residents, and that the advantages of the commuter rail network will be maximized not only for our residents, but citizens at all corners of Orange County and our Central Florida region. By support, we mean that our City Commission would express support to our Orange County Legislative Delegation that citizens of Orange County be permitted to cast their vote in a referendum for dedicated funding of transit.

The City Commission charged this Task Force to determine the benefits that a commuter rail stop might bring to Winter Park and to determine what it would cost. We have worked with Florida Department of Transportation and Orange County staff to get facts on the planned four-county commuter rail system and details on a Kiss and Ride stop in Winter Park. We have individually and in subcommittees contacted a broad array of individuals both in Winter Park city government and the private sector to ascertain benefits and potential negatives that might result from having a stop here. We have reviewed information on the experiences of the three counties in Florida and some of the cities in other states that have mass transit stops. And we have collected the positions, opinions, and suggestions of residents at two public informational sessions and through the City's Intranet.

We are all interested in the development of an adequate regional transportation system in Central Florida. We recognize the limitations of I-4 and the advantages of having a North-South alternative, especially as the population, and affordable housing, grow in both directions. We acknowledge that many benefits could come to Winter Park with a commuter rail stop, including a positive economic impact, a slower increase in vehicular traffic, the convenience factors, and potential for increased usage in the future.

After exhaustive research, discussion, and analysis, the Task Force believes the advantages of a commuter rail stop significantly outweigh the potential negatives and risks, with a comprehensive zoning plan, Winter Park will receive the benefits of a major transportation option. This will make the travel in and out of Winter Park easier for our citizens and visitors, reduce cars and traffic from future growth, increase property values, benefit merchants and businesses by bringing the customers and employees, as well as open up our cultural resources to the million plus visitors we receive each year, enabling them to enjoy Winter Park without the concomitant negatives of added traffic, parking and pollution.

2. OVERVIEW

A) History of Commuter Rail

For more than a decade, a commuter rail service has been planned to link Volusia, Seminole, Orange and Osceola counties. It is based on extensive FDOT studies that show many people would use commuter rail to travel in the Interstate 4 corridor.

A 1999 effort to create a 14-mile segment of light rail ended after the Orange County Commission rejected the plan because of local routing concerns. The next year, U.S. Rep. John Mica, serving on the House Transportation and Infrastructure Committee, proposed that work concentrate instead on a commuter rail line for the area, which had been part of federal authorization for the failed light rail project.

For the past four years, the Winter Park City Commission has been part of discussions about a 61-mile Central Florida Commuter Rail (CFCR) line. On Feb. 11, 2003, the city commission sent a letter expressing support for the project. The city's 2005-2006 budget set aside \$150,000 for a commuter rail stop in Central Park, with the recognition that this amount would have to be supplemented and that primary funding would come from state and federal governments. The city would not be responsible for operating or maintaining the stop.

Although Florida Department of Transportation (FDOT) officials originally planned the Winter Park station to be a "Park and Ride" commuter stop, city concerns about the impact on parking near Central Park led FDOT in 2006 to re-designate Winter Park as a "Kiss and Ride" stop. Under the Kiss and Ride scenario, commuters are dropped off at the station or arrive without cars, creating minimal parking impact.

On Aug. 2, 2006, Florida Gov. Jeb Bush announced that the state would invest \$491 million to expand and improve freight delivery capacity throughout the state, as well as expand and improve Tri-Rail operation in South Florida. Included in the \$491 million is \$150 million for the purchase of 61 miles of existing CSXT tracks between Deland and Poinciana, while the remaining \$23 million would relocate CSXT operations from Taft Yard in Orlando to a new Integrated Logistics Operations Center in Winter Haven. Capital costs would be split 25 percent each for state and local governments and 50 percent for the federal government.

B) Formation of the Task Force

On June 19, 2006, the City Commission appointed a 14-member Commuter Rail Task Force. The task force was asked to determine the benefits that a Kiss and Ride station might bring to Winter Park and to determine what it would cost. Task force members come from a variety of backgrounds, working as volunteers for the city.

At its initial meeting on July 10, 2006, the task force decided to study a number of areas: parking and CFCR effects on Central Park; capital, operating and maintenance costs; benefits and costs of an intra-transportation system linking with commuter rail; economic benefits of a station; and effects of not having a station.

The task force has met nine times and held two December public information sessions at city hall. An additional 11 subcommittee meetings also have been held. All meetings have been open to the public.

See Appendix A for a list of Task Force members.

C) Summary of FDOT Proposal

The first phase of the CFCR, which will run between Debary and the Orlando Amtrak station and have 10 stops, is expected to be operating in 2009. The CFCR will run on weekdays, providing at least five trips during peak morning and afternoon rush hours with a 30-minute frequency (5:30 – 8:30 a.m. and 3:30 – 6:30 p.m.). For 12 hours daily, commuter service will have exclusive use of the commuter rail system – from 5-10 a.m. and 3-10 p.m. Mixed commuter rail and freight use occurs 10:00 a.m. -3:00 and 10:00-12 p.m. No weekend service is neither planned nor included in current cost estimates but may be added if use demands it.

During non-peak hours, commuter trains will operate every two hours except for midnight to 5 a.m., when freight trains will be the only traffic. At build-out, CFCR is expected to have 16 stations, of which 11 will be Park and Ride facilities, offering large, free parking areas for commuters.

Phase II of CFCR, which will extend another 23 miles south to Poinciana is planned to be operating in 2013. Phase III, which would extend seven miles north to DeLand, has no target operational date.

The trains, which will be in up to three-car sets holding 218 seated passengers per car, will have a number of amenities, including restrooms, power outlets, wireless internet connectivity, and luggage and bicycle racks. Facilities for the disabled will be incorporated into the car design.

For the first seven years, operations and management (O&M) will be paid by the state. After that, there will be capital recovery for the \$173 million spent by the state for the track and for the relocation of the Taft Yard. This will be accomplished through a 30-year bond issue paid back by participating local entities for the last 23 years, based on their share of the 61 miles of track acquired.

Highlights of the FDOT and CSXT agreement:

FDOT will spend \$491 million, as follows:

- \$198 million for projects on CSXT's S-Line railroad line which runs between Baldwin and Plant City and will handle the bulk of freight traffic. Please note that the commuter line will be on the CSXT A-Line, a second railway line of CSX.
- \$59 million for five road overpasses on the S-Line, in Alachua, Marion, and Sumter counties
- \$52 million for other CSXT rail lines in the state in order to reduce congestion and provide new capacity for freight movement.
- \$9 million for access roads to the new Integrated Logistics Center (ILC) in Winter Haven. This will be built by CSXT and will be the "brain" of the system, handling dispatch and traffic controls.
- \$150 million to purchase 61.5 miles of A-Line tracks between DeLand and Poinciana
- \$23 million to relocate operations from Taft Yard (south of Orlando) to the new ILC in Winter Haven.

CSX Transportation (CSXT) agrees:

- That operations on the 61.5 miles of the commuter A-Line will be:
 - 12 hours daily, exclusive passenger use

- 5 hours daily exclusive freight use
- 7 hours daily mixed passenger/freight use
- FDOT will have maintenance and dispatch responsibility for the 61.5 miles of the A-Line
- CSXT relocates six daily through freight trains from the A-Line to the S-Line. CSXT also will reroute three daily freight trains that will have limited access to the A-Line from the south to carry coal along the Stanton Spur line which is owned by Orange County.
- That portions of the A-Line right of way within the city limits of Orlando may be reserved for potential light rail system
- A new Statewide Rail Freight Safety Task Force will be created.

Before the final agreement can close, federal and local funding must be in place. The two also must agree upon how they will share known and unknown environmental costs.

D) The Winter Park Proposal

As mentioned before, FDOT proposes a Kiss and Ride stop in Winter Park adjacent to the current Amtrak station. This simple stop includes kiosks and canopy-covered platforms in boarding areas and would not include use of the Amtrak facility. Some type of drop-off area for vehicles and buses would be incorporated into adjacent streets or parking lots but no encroachment on Central Park is expected. FDOT estimates the city would have 549 boardings per day from its facility.

Should Winter Park not participate in CFCR, the commuter line will travel through the city without stopping. The city will not be expected to participate in the rail costs. Should the city opt to have a stop, there will be a series of financial obligations it must fulfill.

FDOT estimates the planned Kiss and Ride stop would cost the city \$2.5 million to build. However, if the city agrees to the stop now, it would receive \$3 million in federal funds that would cover this cost and pay for traffic studies as well. The city will have to pay a 10 percent matching fund requirement for the federal monies. If the city does not participate, the federal money will not be available in the future and the city would have to pay full expenses for a stop erected at a later date.

Should the city decide to build an enhanced stop or renovate the Amtrak station, as has been discussed by the city in the past, the city must cover those additional costs. . If the city desires more security arrangements than currently provided by Winter Park Police Department, the opportunity exists to provide closed circuit television and intercom/panic buttons. An additional police position, if desired, would cost an estimated \$90,000 per year.

After the first seven years of CFCR, local governments will pick up the O&M costs and Winter Park's O&M assessment is expected to be \$587,000 (in 2017 dollars) per year, which includes a 30 percent reduction by Orange County.

In August 2005, the Winter Park City Commission adopted a resolution in support of CFCR with the understanding that the city would provide an "appropriate share" of funding for the county's obligation. However, during 2005 meetings between city and county officials, no formula for apportionment of costs was agreed upon and current assessments based on passenger boardings, track mileage and bond financing were never discussed, according to former Mayor Kip Marchman.

E) Orange County's Position on Funding

Four counties will participate in CFCR interlocal agreements to fund the system. Volusia, Seminole and Osceola counties will underwrite costs for the system and stations/stops

in their jurisdictions, including O&M expenses. It is important to note that these counties are paying these transit costs.

Orange County, however, does not have dedicated funding for CFCR. Instead, it is relying on financial participation from local cities where stations/stops are located. The county is negotiating agreements with the City of Orlando and two major hospitals there to underwrite their share of support. Recognizing that the cities of Winter Park and Maitland have much smaller tax bases than Orlando, Orange County has agreed to underwrite 30% of their O&M costs. The city of Winter Park has asked the county to pay all of its O&M costs. A final interlocal agreement with the county would detail the city's obligations. For more information about dedicated funding, see Appendix B. For more information about O&M costs, see Appendix H.

3. THE CASE FOR COMMUTER RAIL STOP IN WINTER PARK

The Task Force has identified 16 separate reasons that a commuter rail stop would have a positive impact on the city of Winter Park. The reasons vary widely, from a decrease in vehicular traffic to more convenience for residents to providing an alternative to Interstate 4 in major planned road renovations. Importantly, the stop is envisioned as an opportunity to provide an additional mode of transportation for our citizens, employees and visitors who benefit the business and professional community and our economy. A stop in Winter Park ensures its connection to any expansion of commuter rail lines in Central Florida.

A) Economic Value

Because they predict positive economic impacts, the Winter Park Chamber of Commerce, the Park Avenue Area Association (a merchant group), Winter Park Memorial Hospital, and the Task Force's Economic Development Subcommittee have endorsed creating a CFCR stop in the city. (Appendix D) They believe that a stop would boost the city's business and tax base by sparking redevelopment and putting "feet on the street" – bringing more people into city shops, restaurants and cultural attractions. Rail users would be within easy walking distance of the main business district and Hannibal Square and may be able to use buses or shuttles to reach Winter Park Village, Winter Park Memorial Hospital, Winter Park Towers, Mayflower, etc., if provided.

Studies have shown that areas near commuter rail stops in other parts of the United States have experienced increases in real estate values, which would benefit landowners as well as the city tax base. According to an article in *USA Today*, a study by Reconnecting America, a non-profit group, has shown that in the next two decades more than 15 million Americans (double the current number) will want to live near sources of mass transit in order to enjoy urban amenities while avoiding traffic congestion. Cities such as Los Angeles, Miami, Portland, and Arlington, VA., are trying to meet this demand and in the process are revitalizing blighted areas and encouraging private development near stations, thus boosting property values and tax revenues. An estimated \$3 billion in commercial development has followed light rail in Dallas since 1997 – a trend that is likely to follow CFCR, according to *The Orlando Business Journal*. At least 31 medium-sized cities, such as Nashville, Austin, and Charlotte, also have commuter rail projects in planning or development to serve their residents and alleviate traffic snarls, according to *The Orlando Sentinel*.

The City of Winter Park Economic and Cultural Development staff has projected tax growth within a walking distance of up to 2,000 feet of a CFCR stop. Using conservative figures, city staffers, looking at two different models – one including just a stop and the second with a fully rebuilt Amtrak station – have determined that either scenario is likely to significantly raise the tax base in the downtown area. That growth would generate taxes and fees (for example, advertising within a station) greater than the city's costs of the project.

Besides generating more revenues, CFCR may become a vital link for city area employees who cannot afford to live within Winter Park. By using commuter rail that connects to outlying suburbs, CFCR in a sense could become one of Winter Park's affordable housing solutions to maintain a strong work force.

B) Slower increase in city vehicular traffic

To the extent that motorists abandon their autos to walk, bicycle, or ride a feeder bus to the Winter Park stop to commute by rail to work, there will be fewer automobiles on the road.

However, since more people continually are settling here – area population is expected to double by 2060, the net effect will be to slow the rate of increase in street traffic. In 2009, Winter Park is projected to have about 400 riders, half originating (boarding here). By 2017, the daily number is 447 and by 2030 it is expected to be 549.

Data collected from major employers, including Winter Park Hospital, the City of Winter Park, Winter Park Towers, and colleges including Rollins and Winter Park Vo-Tech showed a total of over 3,100 employees/students who may be candidates to ride CFCR. Adding in shopping districts and retailers inside the city, additional employees could be expected to be CFCR users. A full traffic and ridership study will be funded with federal dollars only after Winter Park agrees to participate in the commuter rail system. See Appendix E, Park and Parking Subcommittee Report and Appendix F Intermodal Transit Subcommittee Report for a further discussion of these and other issues discussed below

C) Employer and employee convenience

Employers need a dependable means of transportation to bring their employees to work – one that will be immune to car breakdowns and highway gridlock that delays employee travel. Benefits such as paid transportation and shuttles to work might help big and small employers hire and retain employees.

D) Convenience to Orlando and the Orlando International Airport

With 38 trains available per working day (19 southbound, 19 northbound) riders will have choices to fit their schedules. The travel time between Winter Park and Church Street Station in the center of downtown Orlando is estimated at 13 minutes – even in rush hours. It will take 6 minutes for Winter Park riders to get to Florida Hospital and 9 minutes ORHS. In 25 minutes, riders can travel between Winter Park and the Sand Lake Road station, from which other transportation can carry them to Orlando International Airport. A circulator bus will be available for airport transfer in the future, but it is not on the funding plan now for MetroPlan Orlando, the metropolitan planning organization for Orange, Osceola and Seminole counties. Future CFCR plans call for a rail leg from Sand Lake Road to the airport.

E) New station building design opportunity

The Task Force recommends by a vote of 10-2 that the City Commission explore the construction of a new station, on the site of the current Amtrak station, in the character of Old Winter Park.

The stop itself can be paid for with federal funding. As has been indicated in recent years, citizens may wish at this time to construct a new, improved station facility at the current dilapidated Amtrak station. Amtrak's lease on the station has expired, so the city has the opportunity to invest in a full-fledged station with architectural design consistent with the character of Central Park that could serve commuters and continuing Amtrak riders. Any costs for this upgrade would be the city's responsibility, but any excess in federal funds earmarked for Winter Park could be applied to that project.

F) Quality of life – the city's comprehensive plan

Winter Park residents chose the city because of its quality of life, which can be measured by a number of factors. National and regional surveys show that transportation amenities are a top concern of residents and CFCR would enhance local options. Locally, MyRegion's

visioning workshops with thousands of area residents shows that quality transportation choices to be among their top concerns. Also, the city's comprehensive land use plan specifically calls for Winter Park to ensure adequate regional transit service for its citizens.

G) Noise reduction

Commuter rail trains traveling through Winter Park will use special equipment to minimize noise from horns, used for crossing safety. Horns will be mounted low in front of CFCR trains and equipped with shrouds which will direct noise onto tracks. This will minimize noise and be far less intrusive than current rail traffic, particularly freight trains which have horns mounted on top that sound in front of and behind trains and blare widely in their paths. Quiet zones, using either physical barriers or regulations to reduce the use of horn signaling, are possible, and are being considered for Winter Park apart from the commuter rail development.

H) Improved air quality

A reduction in vehicular traffic means less air pollution. A state study has shown that the trains pose far less problems for air pollution than increased vehicular emissions.

I) Broad-based potential ridership

CFCR provides an opportunity for any and all members of our community – from health care professionals traveling to hospitals for employment to downtown business people preferring the train to get to work to cyclists and sightseers traveling the length of the rail line. Residents will find it valuable to connect to the airport (via a 20-minute shuttle at the Sand Lake station,) after Phase II is completed. At a future time when the schedule is expanded, as expected to include weekend and evening ridership, the usage possibilities may expand to enhance transportation to all sports and cultural events, enabling Winter Park residents to avoid traffic and parking problems. It may provide an attractive transportation option for lower income residents who need more economically feasible means of getting to and from work.

J) Added mobility for residents

CFCR would be a valuable alternative travel source for residents who have limited mobility, including seniors, the disabled, students, and non-drivers. There will be bicycle racks at stations/stops, and provisions on trains to carry bicycles. Each train will comply with the requirements of the Americans with Disabilities Act. There will be seating at the stop for those waiting for trains, and “panic buttons” to summon help in the event of a medical emergency or potential criminal activity.

K) Start-up capital funds available now, not later

A commitment of \$3 million in federal funding has been made to Winter Park for use in developing and building a stop for commuter rail, if the city agrees to participate at the outset. An earmark of \$418,000 in the \$3,000,000 commitment will be available in the City's 10% match is available for studies and analyses incident to plan the stop, once there is a commitment. If the city declines to participate in 2007, those funds will no longer be available.

L) State to fund first seven years of operation and maintenance (O&M)

The State of Florida and federal funding will cover the first seven years of O&M costs for the CFCR, with localities not obligated for support until the eighth year, which may offer time to

designate appropriate funding. If Winter Park participates, its O&M costs starting in 2017 will begin at \$587,000 (in 2017 dollars) per year, which may fluctuate with the level of ridership and fares that are set. In the event the region is able to secure a dedicated funding source for transit by 2017, Winter Park may pay no O&M.

M) Alternative in times of high gas prices

As gasoline prices rose near \$3 per gallon or higher in 2006, existing transit systems across the United States reported a marked increase in ridership. Local commuters can be expected to make the same economic trade-off in the future, if gasoline prices again reach that level or go higher.

N) Alternative to Interstate 4 traffic

As anyone who has traveled during morning commute hours can attest, Interstate 4 (I-4) can be severely congested anywhere along its Central Florida route, particularly in morning and evening rush hours. CFCR is expected to carry as much traffic as one lane of I-4 during peak times and will be operational before major construction on I-4 begins in 2012 between Kirkman Road in Orange County and State Road 434 in Seminole County – a project expected to last four years. Although that construction will not eliminate any I-4 lanes during peak hours, there may be lane closures at other times and traffic may be rerouted during reconstruction of intersections. Current planning shows I-4 will be redeveloped between Lee Road and Fairbanks Avenue, including the ramps, beginning in 2014.

From Altamonte Springs north, all stations will be Park and Ride facilities, so commuters can leave their cars while traveling the rest of the line. Planning organizations expect Florida's suburban sprawl to worsen in the next 50 years, leaving commuters seeking alternative transportation which CFCR can provide.

O) Shortened intersection blockages and reduced freight rail traffic

The new signalization that will be part of CFCR will enable crossing gates at streets to be down for shorter times in advance of the arrival of the trains – about 35 seconds compared with 2.5 to 3 minutes currently for freight trains. This enhancement will occur whether or not Winter Park participates. Another benefit will be the diversion of nine freight trains per day to a different rail line, bypassing the city, and a rescheduling of the remaining eight freight trains so they will not be operating during peak commuter rail times. CFCR will control the dispatch of all trains on the 61 mile system, so that commuter trains will receive priority. In addition, a freight train that currently carries 120-plus cars will be divided into two trains and rescheduled to shorten impact on traffic crossings.

P) Access to city cultural amenities

Winter Park receives more than 1 million visits annually from people traveling to the city's many cultural amenities, all located within walking distance of the train stop. Those sites include Rollins College, Casa Feliz, the Scenic Boat Tour and the Morse, Cornell and Polasek art museums, which would be expected to benefit from increased foot traffic without need of additional parking. Also nearby are the Winter Park Library and the Winter Park University Club, which offer a variety of weekday programs for day visitors.

4. THE CASE AGAINST A COMMUTER RAIL STOP IN WINTER PARK

The task force has identified four negative impacts should the city of Winter Park decide to have a stop or station. They include a number of issues voiced by concerned citizens during the task force's public information sessions. They include a new financial burden for the city, quality of life concerns, limited hours of train operations, and possible problems for small businesses.

A) Orange County's limited support and the resulting cost to the City

In contrast to other participating CFCR counties, Orange County is passing costs to participating cities, including Winter Park, which has a much more limited tax base than the neighboring city of Orlando. Critics have pointed out that if Winter Park participates, it pays for the system twice – through its own ad valorem taxes and through the larger ad valorem taxes levied by Orange County. The Winter Park taxpayers are paying approximately \$19,000,000 in taxes to Orange County at this time (according to the City Finance Officer). The Orange County Commission has agreed in principle to pay 30 percent of the O&M costs for Winter Park, if it participates, after the first seven years when the city becomes liable for that support. The interlocal agreement between Orange County and included municipalities will not be available until after the City makes a decision to have a stop.

The current equation for Winter Park's ongoing financial obligations indicates that after seven years the city will be expected to pay \$587,000 (in 2017 dollars) annually for O&M costs. The city does not have a dedicated source of funding for that obligation today. Also, as previously stated, any capital enhancements of the stop will belong solely to the city. The city must pay for custodial, maintenance and upkeep of the stop and any security position if necessary. See earlier section – "The Winter Park Proposal."

B) Citizen comments and questions

Many citizens have noted that the city will get many benefits from the commuter rail system without having a stop such as reduced freight and commuter auto traffic. Information gathered from citizens at public information sessions and through the city's website cites a number of concerns about how CFCR would affect the quality of life in the city. Residents worried about how a stop would affect Central Park and wondered if it would cause crowding or excessive littering. A few questioned whether safety would be impacted – from pedestrian safety near the stop to whether it would increase crime in the city because of easier access to the city. (Appendix G) Winter Park Police Chief Doug Ball has assessed other cities, with mixed reviews. His report is Appendix H.

Some citizens have advocated a "wait and see" approach – that the city wait until the commuter line is functional and then decide whether to have a stop after assessing its impact on other communities. Note: If the City waits it will not receive the \$3,000,000 federal funds and the capital costs could be higher.

C) Restricted hours of operation in start-up

The CFCR system initially will have service hours geared only to the needs of weekday business commuters. No weekend operating hours are planned but could be instituted based on demand. How a special service would be instituted, its costs, and the length of the available line would have to be negotiated in the future as no answers are available now.

Currently, the last scheduled service on the commuter line would be around 10:30 p.m. on week nights. That might make it difficult for residents to use CFCR to attend special cultural or sporting events in other Central Florida venues which might extend beyond that time period. As FDOT has reported, a restricted operating schedule is always used in the beginning of a commuter rail program until usage and community needs are assessed. The opportunity for increasing service on weekends and more frequent trains during the week is available, based on demand and counties covering the added costs.

There is the possibility that more freight trains could be added during the exclusive late-night freight window, as Central Florida grows and business activity increases. There is a clause in the FDOT/CSXT agreement in principle: "CSXT retains easement for exclusive freight operations."

D) Effect on property rental costs

Although higher values in property near commuter rail lines can be considered an economic benefit, it also may make it difficult for small businesses renting spaces in downtown Winter Park whose rent increases may exceed their financial capacities.

5. UNKNOWN ISSUES

Four unknown factors may have an impact on the city of Winter Park's decision about potential participation in commuter rail. They include the possibility of dedicated funding that would cover municipal O&M costs, security, multimodal transit additions, and traffic impacts that may result from a stop in the city.

A) Dedicated funding availability for O&M costs

The possibility that a funding source might be created or identified to pay for CFCR's O&M costs in Orange County might have a significant impact on Winter Park's financial commitment to the project. Concerns have been raised about the city's ability to pay its O&M share (estimated to be \$587,000 in 2017) because of its limited tax base, which is primarily residential, and the fact that it assesses a lower millage than its residents pay to Orange County. Neighboring Orlando has a significantly larger tax base and budget, and two large hospitals that are willing to assist in funding commuter rail, with stops at or near their locations, so O&M poses less of an issue there. Recognizing this, the Orange County Commission has agreed to pay 30 percent of the O&M costs (including bond issue repayments for track cost recovery) for Winter Park.

However, if efforts succeed to create a dedicated funding source, Winter Park likely would not have to pay these costs. Although two prior ballot referendums for transit funding have failed in Orange County, state and local legislators have worked diligently to find alternative sources of revenue, leading the League of Women Voters of Orange County to project that by the year 2017, the area is likely to have a dedicated funding vehicle. Last year, the state Legislature, at the urging of top Central Florida leaders, approved a \$2 rental car surcharge that, with voter approval, would have served that purpose. The effort was vetoed by Gov. Jeb Bush, but he has since left office, and county officials have stated their desire to find a funding source. MetroPlan Orlando's board has voted to make another push this year for the rental car surcharge and a charter county system transit surtax, which, with voter approval, would provide transportation funding through a sales tax increase.

In the meantime, Winter Park's ability to pay O&M is a significant issue for the city. Its 70 percent share would grow to \$654,000 in 2036 dollars before dropping by \$330,400 when 30 year bonds are retired. These figures may be high as they assume no increase in ridership, no dedicated funding, and no increase in Winter Park tax base.

Orange County is the only one of the four participating counties that has not agreed to fully fund commuter rail without requiring support from municipalities.

B) Security concerns

Based upon their own research of other cities, Winter Park police anticipate a minimum amount of security issues associated with a city stop. FDOT will be responsible for security aboard the trains and there will be closed circuit TV cameras along the platform connected to video recorders, acting as a deterrent to any criminal activity. In addition, there will be call boxes with "panic buttons" that can summon police and open a voice link to communicate with the police station. If it is necessary to have real-time monitoring of the CCTV video or a patrolman present at times, the cost of that service would be added to operating cost of the stop that would be underwritten by Winter Park (aside from the O&M costs).

The promised electronic schedule boards at the stop will provide information on train arrivals so that riders may alter their plans if service is delayed significantly (e.g., an accident),

thereby reducing the number of riders waiting on the platform. The schedule boards are driven with inputs from the signalization improvements that will be incorporated in the system by FDOT.

C) Multimodal additions

The CFCR will serve as the spine for future transportation enhancements, whether or not Winter Park has a stop. MetroPlan Orlando, in partnership with FDOT and LYNX, has a Year 2025 long-range plan that incorporates various extensions to the spine. This regional plan, originally developed in 1992, established a “Transit Vision” for the Orlando metropolitan area that included light rail, commuter rail, activity center circulator systems, express bus and local bus service. Ongoing studies are analyzing each of these components and have identified some additions to regional transportation, including expanded bicycle and pedestrian facilities and bus service.

The Year 2025 plan proposes spending more than \$74 million during the next 20 years to improve bicycle and pedestrian travel through sidewalks, crosswalk improvements, and shared use paths in an effort to improve alternative modes of travel. In Winter Park, this will include sidewalk and crosswalk improvements on State Roads 426 and 527 from U.S. Highway 17-92 or Lakemont Avenue which may help commuters reach a commuter rail station. While there is no plan for Lynx to offer CFCR connecting feeder bus service that would assist riders of commuter rail from/to locations to the east of the central business district, such service could be provided from private sources, such as employers who are providing their employees with commuter rail passage. Lynx will contract separately with such sources or with the City of Winter Park for added circulator bus service. See Appendix F for more information about intermodal transportation.

D) Impact of commuter rail on street/highway traffic

Since funds are not available now to perform traffic studies, this issue can be addressed only in a general way. Some private vehicles may be removed from Winter Park streets owing to the existence of other stops/stations on the commuter rail system. For example, commuters in Oviedo may find it expedient to travel west on SR 434 to catch the train at the Park and Ride Longwood Station, for travel north or south on commuter rail, rather than traveling down SR 426 to Aloma and Fairbanks to reach the Kiss and Ride Winter Park Station – with no place to park their car. This improvement could be realized even if there is no stop in Winter Park. Should Winter Park decide to participate in CFCR, federal funding for expert traffic studies will be available.

6.

APPENDICES

Appendix A Winter Park Commuter Rail Task Force Members

Kenneth F. Murrah, Chair

Attorney at Law – Murrah, Doyle and Wigle, P.A.

Joseph Terranova, Vice Chair

Former Winter Park Mayor

George Herbst

Rollins College - Vice President and Treasurer

Robert M. Klingler

Banker, Southern Community Bank (retired)

Rick Lutjens

Consultant – Department of Defense (retired)

Deirdre Macnab

President, League of Women Voters of Orange County

President, Sunnyside Neighborhood Assn., Winter Park

George McClure

Systems Engineer - Lockheed Martin (retired)

Past President, Vehicular Technology Society for the Institute of Electrical and Electronics Engineers

Douglas Metcalf

Commissioner, Winter Park City Commission

Forrest Gray Michael

Sr. PM; Master Planner & Landscape Architect, TranSystems

Lennon Moore

Transportation Planner, Orlando-Orange County Expressway Authority

Leslie Poole

Freelance writer, adjunct professor

Sam Stark

President, Winter Park Chamber of Commerce

Dr. Bruce Stephenson

Rollins College, Professor of Environmental Studies

Stanley Wilson

Engineer – Lockheed Martin (retired)

Appendix B
Dedicated Funding Report



The League of Women Voters® of Orange County

P.O. Box 536208, Orlando, FL 32853-6208 • Voice: 407/894-6586 •

From: The Lea

What is the Likelihood of Dedicated Funding for Central Florida?

SUMMARY: Evidence indicates that by the year 2017, Central Florida is highly likely to have a dedicated funding source. Already a high priority with our state and local legislators, the Orlando Metropolitan area came close to getting a dedicated funding source this past year when the State Legislature approved a dedicated funding source of a \$2 rental car surcharge that would have needed voter approval. At the last moment, despite overwhelming support by Mayor Crotty, Mayor Dyer, Senator Webster, and Rep. Gardiner, Canon and Quinones, Governor Bush vetoed it. While two prior ballot referendums for transit have been turned down, the priority our local and state officials give to dedicated funding gives it a high potential for eventual success. At a recent Orange County Commission meeting in November, both Mayor Crotty and Commissioner Segal suggested that dedicated funding was not an “if” but a “when”, and noted that in all likelihood Winter Park may never have to pay any O & M costs due to the likelihood of a dedicated funding source being available by the year 2017.

MetroPlan Orlando’s Board, this past November 2006, with representation from all four counties, voted unanimously to further explore a dedicated funding approach, and set two dedicated funding sources as their top legislative priorities for the 2007 session (the \$2 rental car surcharge, and the Charter County System Transit Surtax, which would provide an increase in sales tax contingent on voter approval).

Experts concur: The Penn Design study, commissioned by MyRegion.org and UCF Metropolitan Studies Institute noted that a quality transportation system was the critical piece to growing “smart”, and citizen studies over the past several months by MyRegion has demonstrated that quality transit choices are one of our citizens’ top concerns.

The League of Women Voters of Orange and Seminole Counties have supported regional transportation system with Dedicated Funding for 34 years, and in the past year has carefully studied cities around the country and their success in funding referendums. Here are some of their findings:

NATIONALLY: Over the last six elections, voters in 33 states have approved 70% of all transportation measures generating funding in excess of \$70 billion. The percentage of approval by citizens has gone up to 80% in the past two years. The Ballot Initiative Strategy Center

reports that only 34% of most ballot initiatives are ever approved. This data is illustrative of the ever-increasing local demand for transportation solutions and citizens willingness to pay for it.

Today, transportation is key to voters. Orlando has the worst congestion in our state and ranks ninth worst in the U.S. Adding to the mix is uncertain oil prices, desire for clean air and an aging population. With smart growth experts recommending quality transit systems to help address the huge growth Central Florida is predicted to continue to attract, adequate funding is critical for ensuring a working and used system. **Today, our Commuter Rail project offers a unique opportunity for progress, but ONLY if we can link it up with a well funded bus intermodal system, and this will require Dedicated Funding.**

Currently, Central Florida maintains one of the most under funded systems in the country, **and is one of the last major metro areas without a Regional Dedicated Funding source.** According to Lynx data, Lynx services our population with one bus per TEN square miles, while our average sister city system averages one bus per ONE square mile. Currently Lynx users have a one to one and half hour headway (wait time) between buses.

What is required for success? While cities around the country often try and fail several times (Miami-Dade tried four times before success), studies show there are some key elements in a campaign that can help ensure success. These revolve around gaining the voter's trust. These key factors are:

- A grassroots "People's Plan Design," bottom up versus Top-Down Design
- Specific ballot language tied to "People's Plan Design"—no blank checks
- Citizen oversight/audit for implementation phase

The Feds and their Role: The Federal government has also played an important role in the increasing number of transportation related ballot measures. In the early 90's, they developed a new approach to transportation financing. Through the Intermodal Surface Transportation Equity Act, Congress fostered a partnership with local and state authorities in an effort to promote more regional approaches to transportation planning and infrastructure investment.

A recent nationwide study concludes: "Why is the number of ballot measure for transit not only increasing, but succeeding? Their conclusion: there is a growing consumer demand for public transit today, evidenced by the surge in number of communities seeking transit funding and record rider ship on existing systems. Recent dates shows that transit rider ship in 2005 not only continued to expand but easily outpaced growth in auto use as measured by vehicle miles traveled. **Voters are sending policymakers a clear, message: we want better options and a better system...and we're willing to pay for it.**

The League of Women Voters of Orange County is a non-partisan and non-profit organization dedicated to citizen action and participation for good government. For the past year, our Transportation Committee has been researching Successful Approaches to Regional Dedicated Funding in metropolitan areas around the country. The data above comes from this research, which is currently being presented to local governments around the Central Florida area.

Sources and Additional Resources:

Report: Transportation Finance at the Ballot Box, Center for Transportation Excellence (CFTE), 2006

www.CFTE.org

Another interesting report: “Building Communities Through Public Transportation: A Guide for Successful Transit Initiatives”

www.cfte.org/building/communities.pdf

www.CFTE.org

Ballot Initiative Strategy Center

www.ballot.org

The Brookings Institution Metropolitan Policy Center

www.brookings.edu/metro

Initiative and Referendum Institute

www.iandrinstitute.org

National League of Cities

www.nlc.org

Public Transportation Partnership for tomorrow

www.publictransportation.org

Appendix C

Economic Development Subcommittee's Report – Aug. 8, 2006

Meeting Summary, Economic Development – Commuter Rail

Attendees: Doug Metcalf, Bob Klinger, Steve Markulin, Don Marcotte, Debbie Wilkerson, Sam Stark, George Herbst, Kathy Putnam

Position Statement: The committee strongly supports a commuter rail stop in Winter Park, at the current train station in Central Park.

In our discussion, we made a few assumptions that are important to share:

- Population in Central Florida will double over the next 40+ years
- Gas prices will continue to rise in the near future and long-term costs are difficult to estimate
- LYNX service will grow as commuter rail grows.
- Commuter Rail service will grow over time
- Additional transportation options are on the horizon that will support and enhance commuter rail (i.e., rail service to airport, east/west rail line)
- Capital costs for commuter rail can not be “made up” to justify project on a financial basis; operational costs related to Winter Park station can be evaluated on a profitability scale

“PRO” Economic Points that Support Commuter Rail

- Impact retail sales throughout Central Business District (Park Avenue, Hannibal Square, Winter Park Village)
 - Encourages local residents (Central Florida) to visit and shop with no real or perceived parking challenges
- Boosts real estate values (“Urban Land Institute reports residential properties for sale near commuter rail stops in CA consistently enjoy price premiums.” Source: www.apta.com)
- Supports workforce employment in several areas
 - Provides alternative transportation to a portion of employees from Rollins, hospital, Valencia CC, WP Tech, senior care facilities, retail businesses and other businesses and service employee
 - Increases quality of workforce employees by expanding workforce talent pool
- Impact on cultural tourism
 - Provides alternative transportation for “day-trip visitors”
- Provides additional mobility option for seniors
- Benefits “clean air” for the environment
- Increased exposure for Winter Park through regional marketing support of commuter rail and through exposure of Winter Park station to all riders (branding)
- Cost to participate on “front end”
 - Building costs will increase over time
 - Opportunity cost of lost ridership, exposure and negative message to Central Florida and riders that WP does not “welcome” the community

“CON” Economic Points that Oppose Commuter Rail

- Parking spaces may be used by commuters and not available for visitors/residents who support Central Business District
- Increased property value may create an increase in rent for merchants
- Current hours of service/operation during initial start-up do not favor a Winter Park “destination station”
- City budget commitment

Appendix D

Alternative Stations Location Report

1) Estimated Land Acquisition Costs:

- Investigated properties for alternate Commuter Rail station locations (see attached map)
- Investigated property size, market value (based on Orange County Tax Appraiser), owner, and current land use (see attached spreadsheet)
- Assumption – Through condemnation the cost would be double the listed market value.

2) Estimated Costs of Structures (limited by property size):

- Platform station without parking = \$2.5M
 - does not include engineering or contract management.
- Platform station with parking = \$6.5M
 - assumes 100 spaces
 - range of \$20K to \$40K per space
 - does not include engineering or contract management
- Structure for station = \$680K
 - assumes 3400 square feet at \$200/square foot
 - allows for seating, rest rooms and small concession areas
 - includes costs for engineering and architecture for the structure only
 - Estimated Annual Costs for 3400sf structure = \$37k / yr
 - janitorial and maintenance = \$5k / yr
 - utilities = \$12k / yr
 - total renewal fund = \$20k / yr

3) Other Estimated Costs:

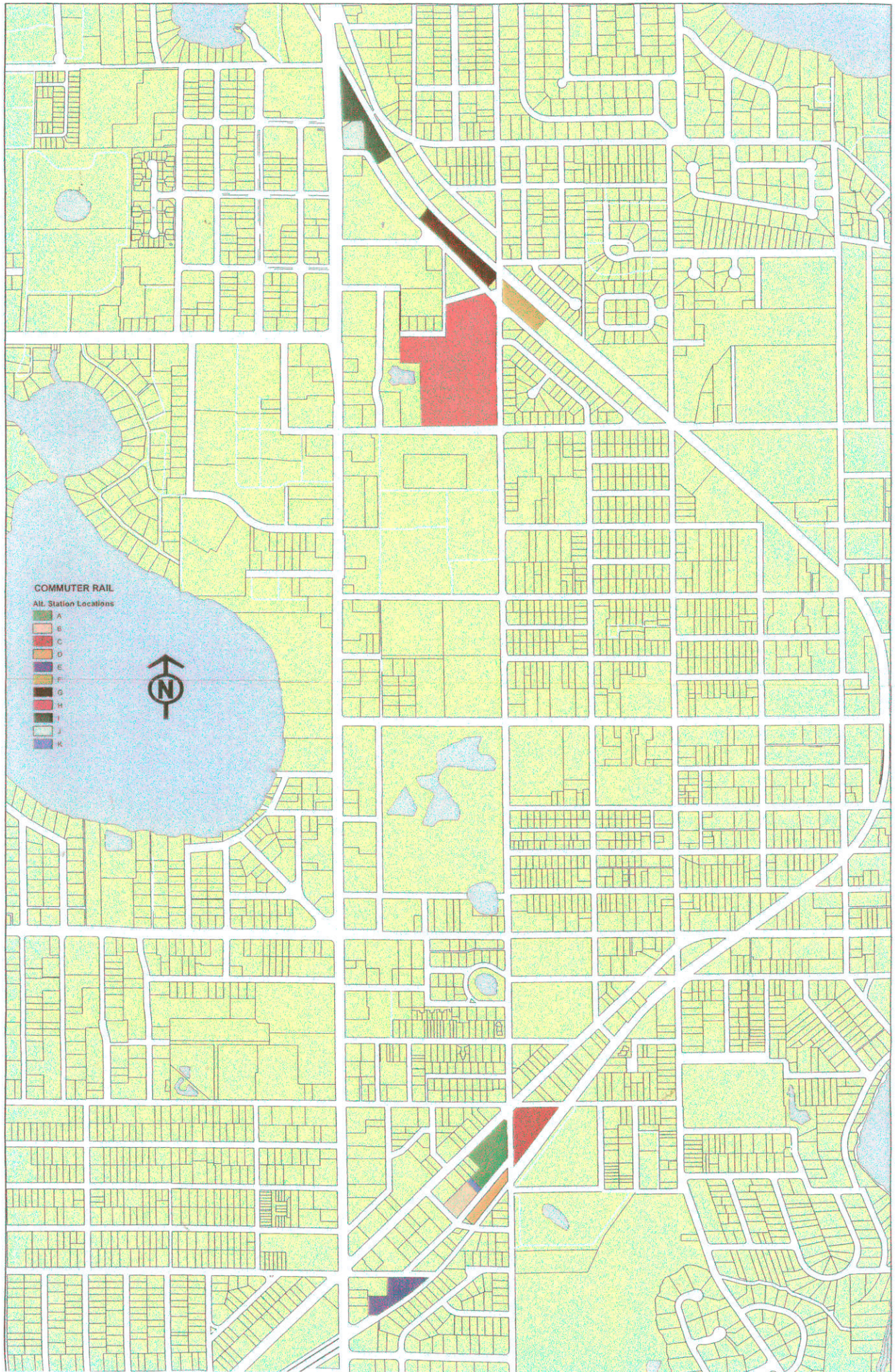
- security = \$120K/year
 - assumes 2 full time positions with benefits, operating in 2 shifts of 8 hours each.
- contingency = 15% of construction costs

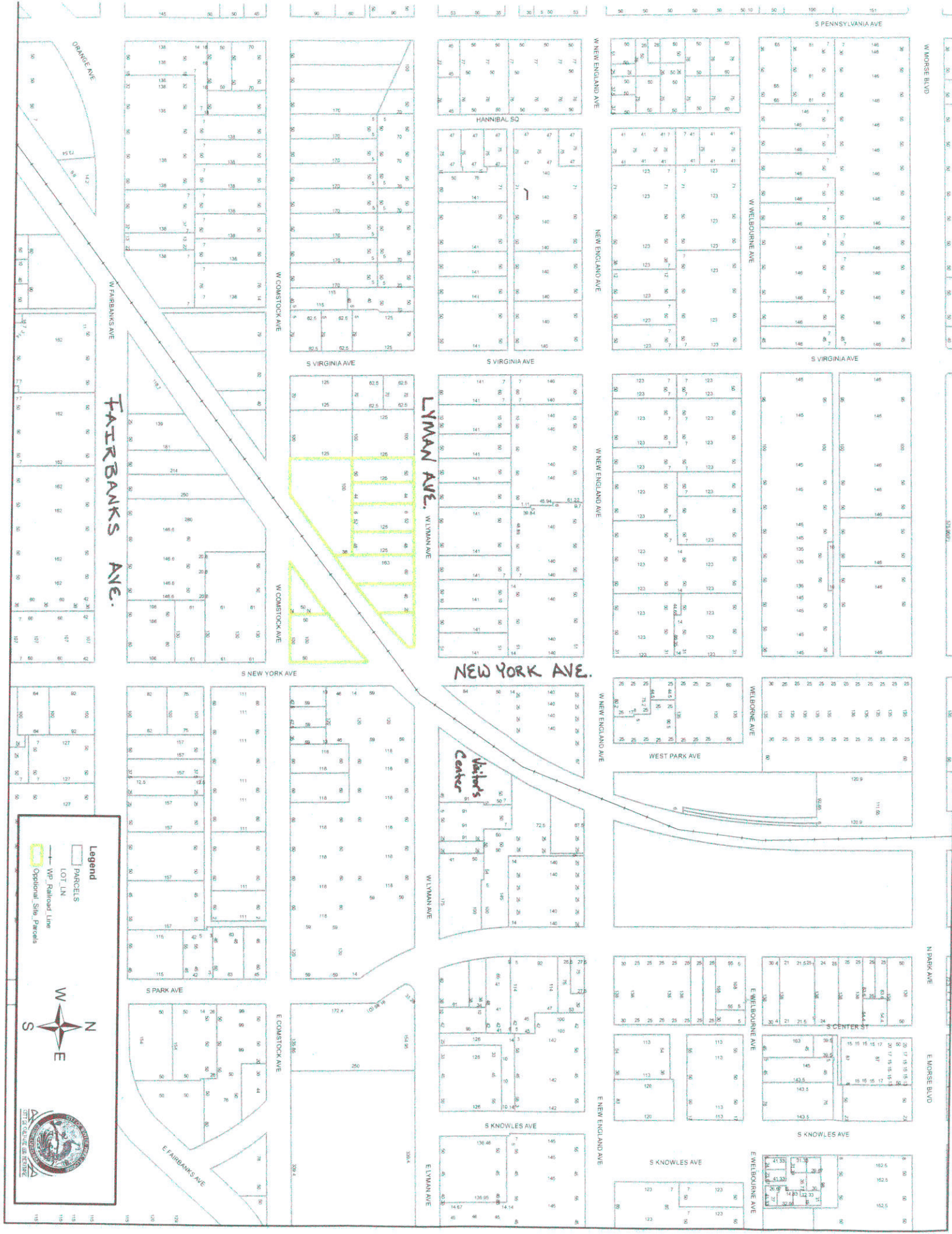
4) Unknown Costs (will vary by location):

- hazardous materials abatement
- track work and signals
- pedestrian accommodations/ crossings

Commuter Rail - Alternate Station Locations
(Based on Orange County Tax Appraiser)

STATION	AREA (sf)	AREA (ac)	JUST VALUE	PROPERTY OWNER	LAND USE
A	87104.59	1.99	\$3,763,071.00	Debra Beckman	Utility Building with Tower
B	34457.31	0.79	\$925,177.00	Orange County BPI	Parking Lot
C	81825.18	1.87	\$1,938,551.00	Florida Power Corp.	Vacated Office Bldg
D	34922.49	0.80	\$750,440.00	Florida Power Corp.	Parking Lot
E	64366.82	1.47	\$602,827.00	Lombardis Seafood Inc.	Vacant Land
F	54809.42	1.25	\$464,169.00	Sprint United Management Co.	Parking Lot / Small Bldg
G	83053.16	1.90	\$1,098,805.00	C/O Ferne Berger	Warehouses?
H	569679.33	13.07	\$5,418,344.00	Orange County BPI	School Portables / Bus Parking
I	89106.90	2.04	\$1,209,896.00	Bill Bryan Imports Inc.	Car Wash
J	36035.61	0.82	\$943,134.00	Sunoco Inc.	Gas Station
K	6161.21	0.14	\$142,205.00	Florida Power Corp.	Small Business (Floral?)





FAIRBANKS AVE.

LYMAN AVE.

NEW YORK AVE.

Valley Forge Center

Legend

- PARCELS
- LOT LN
- WP Railroad Line
- Optional Site Parcels



Appendix E

Park and Parking Subcommittee Report - Aug. 14, 2006

The Subcommittee to study the impact of commuter rail on Winter Park's Central Park and city parking has met twice. Both of the meetings were initial gatherings of committee members to afford them a chance to ask questions and to try to gather information with which to reach later recommendations.

I will try to summarize our findings, which are sparse.

- 1) Ridership – we have been unable to get a firm number of people who would be using the system or the Winter Park station. George McClure has done some investigating on this issue and you should have received some info via e-mail today from Don Marcotte.
- 2) DOT envisions the station to be an open-air Kiss and Drop facility. That would include no parking. Initially DOT asked the city for 100 spaces, however the city declined. The consensus of the committee is that the station likely will have some type of impact on the city parking.
- 3) City parking currently remains in a deficit, according to city leaders. There have been great strides toward adding new parking places, including long-term parking, in the city through new construction and ventures with local businesses and valet stations at both ends of Park Avenue. Current parking spaces remain an estimated 75-85% filled. There are concerns that commuters might use the all-day parking spaces that city officials are encouraging business employees to use in order to free up Park Avenue spaces for shoppers/visitors. Perhaps there is some way to restrict commuters?
- 4) The Central Park Master Plan calls for the municipal parking lots on New York to become meadow-like facilities with underground parking. However, the price tag for underground parking would be about \$20,000 per space and it would not add new spaces for the city. Commissioner Metcalf has mentioned changing the above-ground lots to a version with more greenery, much like the lot next to Dexter's Restaurant as an alternative. Underground and above ground may be needed. The CRA might be engaged to participate in a parking solution.
- 5) A Kiss and Ride facility likely would impact Morse Boulevard and the AMTRAK and Municipal Parking Lot A that borders New York Avenue. It likely will not impact the park's green space. Morse and Park do close several times a year for city events so that will have to be taken into consideration.
- 6) The city attorney is researching the lease with AMTRAK to determine what role the city may have in changing the station and its parking. The DOT funding would be for its prototype facility. The city can make improvements and designs of its own but will have to pay the additional costs.
- 7) Station construction may require a referendum because of park impact. Will be up to city commission to decide.

8) Chip Weston tells us that \$4 to \$4.50/gallon tends to be the “tipping point” for drivers to switch to mass transit. What the effect of rising gas prices will be is uncertain. Ridership of mass transit is rising in many areas of the U.S.

9) The police department has submitted a survey of different cities with mass transit systems. There was anecdotal information about impacts, but no hard statistical data to indicate what the impact might be on Winter Park as far as crime and/or security personnel needs.

10) There has been some consideration of a Lynx “loop” route through the city which could link up to the station but that is currently in planning stages, with no definite start date.

Submitted by Leslie Poole, subcommittee chair

Appendix F

Intermodal Transit Committee Report

First Meeting: Wednesday, July 12, 2006, Committee Members present: Stanley Wilson, Chip Weston, Deirdre Macnab

Second Meeting: Tuesday, August 1, 2006, Members present: Stanley Wilson, Chip Weston, Deirdre Macnab, Daryl Wilson (LYNX), Butch Margraf, representing WP Bike Taskforce, Don Marcotte, Debbie Wilkerson, members of the public

Committee Objective: To identify benefits and drawbacks of this commuter line, and help outline the prospective tie-ins with other means of transportation. To do this we will try to envision the uses to which our residents and visitors might utilize the proposed rail line, and if and how it would tie in with the village style of living in Winter Park.

How Often Will It Run?

Peak: Every 30 minutes: on Peak Hours (Rush hours...5:30 to 8:30 am and 3:30 to 6:30 pm)

Off Peak: Every two hours on off peak hours (Night time after 6:30 and Mid Day between commuting times).

The trains are not scheduled to run on the weekends initially, but can be added.

Each train will pass by within 30 seconds as compared to the approved 5 minutes now for freight trains (longer when stopped)

Who Will Use It and How?

Currently Winter Park has over ONE MILLION documented visits every year. Mostly these come in with their cars and strain available parking. The commuter line will give visitors the option of visiting while leaving their car *elsewhere*.

Why do we have so many? Art Fair 400,000, Car Show 80,000 Morse Museum 70,000, Four Jazz Festivals a year, and a number of other events bring them. Now they will be able to ride the train and then connect with other modes, or walk.

Amtrak will continue to use the station as it does now, contingent on Federal Funding.

Incoming Visitors Could Include:

Service and Caregivers

Shoppers/Patrons

Event Attendees

Diners

Tourists

Museum goers: Morse, Cornell, Winter Park Historical Museum, Polasek

Outgoing:

Patients and Visitors to Hospital (next stop on train) local Workers and Service providers going to Commuters/Downtown and Service/Caregivers both directions

Attendees to Performing Arts/T.D. Waterhouse/Sanford (note no weekend service initially)
Airport (via express bus shuttle service at Sand Lake Rd)
(Note: Future Plans eventually calls for connection to Tampa)

What Other Modes of Transport Will It Connect With?

1. Lynx Connections around Winter Park and to Main Trunk Lines
2. Off Site Parking with Shuttle Service (Mears and Lynx)
3. Valet Parking Service
4. Pedicab
5. Bike Trails (current and proposed: Cady Way, Denning Way and Morse (proposed))
6. Scenic Boat Tour
7. Lynx Circle Route around Winter Park (possible 15 minutes between each bus)
8. Rental car Drop off or pick up

Inter Modal Concept: Racks and signage would contain info on linking buses, bike trails, walking paths, and rental car info all within Winter Park. Train Station could be designed in old original architecture and might house a village type coffee house, newsstand, ticket office, art exhibit, community kiosk (with map of Winter Park and info on events), tables and chairs with free WIFI internet access, outdoor tables and chairs for passenger and greeters to wait. (See picture of historic WP train station for possible look)

LYNX GENERAL INFO:

Darrell Smith, Consultant to Lynx reported that Lynx is looking at linkages with the commuter rail all up and down the line looking at thirty minute headways along major east/west and north/south routes. The current average wait time for Lynx is 60 to 90 minutes. He provided the following costs to Winter Park for a circle bus:

LYNX COSTS FOR WP CIRCLE BUS: Annual Operating: \$239,200 annual costs to run every twenty minutes PLUS

Purchase of large bus: \$335,000 (seat 27)

FREE Trial of Hydrogen (small) bus: no charge for two year demo, already in fleet (seat 9)
FARES COLLECTED will offset costs but not cover all costs.

POSSIBLE LYNX WP ROUTE:

Welcome Center, Hannibal Square, Mt. Vernon Inn, Winter Park Village, VoTech, Parking Garage at Morse Museum, Scenic Boat, Rollins.....

Driver could be trained to tell history of Winter Park, or have video playing on history, for possible additional appeal to tourists.

Airport Connection: See note below from Darrell Smith, LYNX:

Thank you again for having me at yesterday's Task Force meeting.
<http://www.golynx.com/routes.cfm>

There is the Link 51, which also operates between Central Station and OIA, but via South Conway Rd. It also operates every 30 minutes on Mondays - Saturdays

and every hour on Sundays. Travel time is between 44 and 51 minutes.

In our 10-year planning horizon in the Comprehensive Operations Analysis that I mentioned, passengers could take commuter rail from Winter Park to a new Sand Lake Commuter Rail Station, where a new high-frequency bus will link the station with OIA along 528. This bus service is envisioned to operate every 15 to 30 minutes. These buses would also continue on westward to Disney. Travel time between the commuter rail station and OIA will be no more than 20 minutes, but we have not established specific schedules...

And in another email from Darrell Smith:

The bus service linking the Sand Lake Commuter Rail Station and OIA is envisioned as being limited stop, so yes, and express. It will also continue on westward from this stop to Disney. Travel time between the commuter rail station and OIA will be no more than 20 minutes, but we have not established specific schedules, and will probably not do so until we are closer to implementation with identified funding.

Service is anticipated to run every 15 minutes in weekday peak periods, and never less often than every 30 minutes.

As of this point, LYNX has not looked at a "will-call", or what we call a Flex Service, for Winter Park. The biggest reason is that these services, when designed for general public use, are for areas with far lower development densities than Winter Park. These services also generally operate much less frequently (usually once an hour) and require at least a 2-hour advance reservation. Below is a link to an example of this type of service in Jacksonville.

<http://www.jtafla.com/graphics/AvenuesSouth.pdf>

Lastly, costs for the proposed Winter Park circulator, operating from 7 a.m. until 7 p.m. weekdays and from 10 a.m. until 6 p.m. Saturdays are:

Annual Operating Cost: \$239,200

Cost of acquiring one 29' diesel bus: \$335,000

We are continuing to work with Chip on the final route, and once we have that we will be able to send you a report detailing the route, schedule, and costs. The hydrogen buses will be available for a demonstration period of 2 years (LYNX will have them as part of an overall demonstration project of the technology), and we'll look at whether the capacity is sufficient for the proposed route. We are meeting with Chip again in two weeks and we anticipate having the final route design at the end of that meeting.

Darrell J. Smith
Interim Service Planning Manager
LYNX (407) 254-6222

Appendix G

Security Assessment – Chief Doug Ball Report

The Impact of Commuter Rail on Crime In Surrounding Neighborhoods

July 26, 2006

A total of 9 agencies were contacted in an attempt to ascertain the impact of commuter rail stations on crime in the areas surrounding them. This document does not discuss economic impact or quality-of-life issues resulting from commuter rail; it only discusses crime trends in the commercial and residential areas serviced by the trains. Crime trends committed in the terminals, adjoining parking lots, and rail cars are not included in this document.

The agencies were chosen at random from throughout the United States in an attempt to obtain a broad sampling of information. All of the agencies chosen are suburban metropolitan areas serviced by commuter rail originating from a large metropolitan city, similar to the situation that will result should commuter rail service the City of Winter Park. No agency contacted had empirical data available for analysis, so the information contained in this document was obtained through personal contact with agency members who have been present since the inception of the commuter rail system in the affected jurisdiction. This information is the perception of crime of each person interviewed.

All of the surveyed areas utilize some type of armed security at the commuter rail terminals and railways. This is accomplished by armed security companies in most cases, transit police in fewer cases, and supplemental police officers from the agency having jurisdiction over the terminal in two cases. Some jurisdictions have cameras recording the activities in the terminals and/or the cars, but none have a system monitored at all times by a human. The agencies all agreed that there was little crime at the terminals and on the cars, but it is difficult to determine whether or not the terminal or car security deterred or otherwise affected crime in the surrounding areas.

The pages that follow contain brief synopses of the impact felt by each agency interviewed.

Boston, Massachusetts (Massachusetts Bay Transit Authority)-Ashland

Ashland is a suburban bedroom community of Boston. The transit station is located a quarter mile from the retail center of the town. The Ashland P.D. handles many complaints at the station due to the Transit Police usually not being near the station to respond. The representative from the Ashland Police Department said that he has seen little impact to his Departments calls for service in the surrounding areas adjacent to station. He said that traffic issues would be the only one thing that had any impact on the patrol units.

Boston, Massachusetts (Massachusetts Bay Transit Authority)-Hopkinton

Hopkinton is a middle class community that has a well defined down town that is heavy in retail establishments. Hopkinton P.D. also handles some complaints at the transit station. The Hopkinton Police Department representative said that the surrounding area has seen an increase in burglaries and larcenies in the past four years since the station opened. The Department is receiving more calls for suspicious persons in the surrounding neighborhoods. He believes that the transit station has made an impact on the calls for service but can't give hard data.

Baltimore, Maryland (Maryland Transit Administration) - Hunt Valley

The Hunt Valley depot services a well-rounded community with a large shopping mall, as well as commercial businesses and residential areas. A sharp increase in vehicle thefts, retail thefts and general merchant complaints was noticed immediately upon installation of the terminal. There was little-to-no change in automotive burglaries, robberies and residential crimes. The representative from the Baltimore County Sheriff's Office said that there is no doubt that criminals use the system for transportation to Hunt Valley to commit crimes.

Buffalo, New York (Niagara Frontier Transportation Authority) – Amherst

Amherst is a desirable suburb of Buffalo, and has a campus of the State University of New York. No significant increase in crime has been noted, but the perception of the Buffalo Police Department is that the NFTA commuter rail is used by criminals as transportation from Downtown Buffalo to Amherst. There is also a belief that crimes increase in the immediate surrounding areas during the times of high student volume in the system. The representative from the Amherst Police Department has noted no increase in crime that can be directly attributed to light rail, as criminals use a variety of means of ingress into Amherst.

Cleveland, Ohio (Greater Cleveland Regional Transit Authority) – Shaker Heights

Shaker Heights is an affluent inner-ring suburb of Cleveland that borders the blighted, high-crime city of Warrensville. The representative from Warrensville said that few people arrive or depart since the shopping mall closed near the commuter rail terminal, and thus there is little impact. The representative from the Shaker Heights Police Department noted an increase in incidents of retail theft (particularly during heavy shopping periods and holidays,) and directly attributed this increase to the use of the commuter rail system as the primary method of arrival and escape for criminals from points between downtown Cleveland and Shaker Heights.

Dallas, Texas (Dallas Area Rapid Transit) – Plano

Plano, Texas is the end of the DART commuter rail line servicing the Dallas/Fort Worth area. The representative from the Plano Police Department has seen a marked increase in crime since the installation of commuter rail. Automobile and residential burglaries have increased the most, but other crimes (primarily property crimes) have increased as well. The popular trend is for criminals to arrive from the downtown Dallas area toting suitcases or wheeled duffel bags, and departs Plano later with the bags full of stolen items.

Denver, Colorado (Regional Transportation District) – Littleton

Multi-million dollar residences and high-end shopping areas adjacent to depressed, high-crime areas make up the majority of the city of Littleton. The city has two light rail terminals, each with dramatically different impacts. The downtown depot has seen very little impact from commuter rail, while the end-of-the-line depot has a huge crime problem in its two satellite Park-and-Ride lots. Auto burglaries and auto thefts in these lots have impacted the police department tremendously. The number of recovered stolen automobiles is very high as well, and is proportionate to the number of stolen automobiles. The Police Department representative has also noticed intermittent graffiti on the cars and terminals.

Portland, Oregon (Metropolitan Area Express) – Hillsboro

Hillsboro is a city west of downtown Portland that is experiencing very rapid growth, and its residential area is the primary route of the commuter rail. The representative from Hillsboro Police Department has seen a tremendous increase in the number of transients and gang members since the installation of the MAX commuter rail system. The amount of loitering, graffiti and vandalism has risen sharply in proportion to the increase in transients and gang members, as have the complaints from area businesses of them using facilities intended for customers. Auto burglaries are the fastest growing crime, and assaults are up as well.

St. Louis, Missouri (MetroLink) – Belleville, Illinois

Belleville is a suburb situated between downtown St. Louis and Mid-America Airport. The Belleville Police Department representative has seen no noticeable impact on crime since the MetroLink commuter rail was introduced, but does feel that it gives criminals another means of travel to and from target-rich areas. The City of Belleville was relatively high-crime prior to the installation of commuter rail and, according to the representative, has problems severe enough that the agency cannot distinguish between those associated with commuter rail and those that are not.

**Winter Park Police Department
Memorandum**

To: Chief Douglas M Ball

From: Lieutenant Randall K Durkee *RK*

Through: Chain of Command

Date: July 24, 2006

Reference: Commuter Rail Task Force Information Request

I have reviewed all of the road closures for the last twelve month period for the areas specified in the Task Forces request. Some of the road closures are overlapping depending on the specific event (some Park Avenue closures create a closure of Morse Boulevard), attached is a list of each road closure, event creating the closure as well as the time the roadways were closed.

Morse Boulevard

Road Closure Location	Event	Dates	Times
Morse (New York to Park)	Autumn Art Festival	10-8 th & 9 th -05	All Day / Overnight
Morse (New York to Center)	Concours d' Elegance	10-16-05	0600-1800
Morse (New York to Center)	Homecoming Parade	10-27-05	1600-1830
Morse (New York to Center)	Christmas Parade	12-3-05	0600-1200
Morse (New York to Park)	5K Road race	1-21-06	0630-1030
Morse (New York to Center)	St. Patrick's Parade	3-12-2006	1100-1600
Morse (New York to Center)	Sidewalk Art Festival	3-17 th -19 th -06	All Day / Overnight
Morse (New York to Park)	10K Road Race	3-25-06	0630-1030
Morse (New York to Park)	4 th of July Picnic	7-4-06	0700-1500

Park Ave (Canton to New England)

Road Closure Location	Event	Dates	Times
Park (Canton to Morse)	4 th of July	7-04-06	0700-1500
Park (Morse to New England)	Dinner on the Avenue	4-08-06	1500-2200
Park (Morse to New England)	Christmas Tree Lighting	12-15-06	1700-1900
Park (Canton to New England)	Autumn Art Festival	10-8 & 9 th -05	All Day / Overnight
Park (Canton to New England)	Concours d' Elegance	10-16-05	0600-1800
Park (Canton to New England)	Homecoming Parade	10-27-05	1600-1830
Park (Canton to New England)	Christmas Parade	12-3-05	0600-1200
Park (Canton to New England)	5K Road race	1-21-06	0630-1030
Park (Canton to New England)	St. Patrick's Parade	3-12-2006	1100-1600
Park (Canton to New England)	Sidewalk Art Festival	3-17 th -19 th -06	All Day / Overnight
Park (Canton to New England)	10K Road Race	3-25-06	0630-1030

Appendix H

FDOT Draft Projected O & M Costs and Ridership for Winter Park (does include 30% Orange County contribution)

Average Fare per Boarding (2006 Dollars): \$2.5
Year of Expenditure Dollars (\$1,000s)

Average Fare per Boarding (2006 Dollars): \$2.5

Page 2 of 2

Appendix I

Citizen Questions/Comments

This is the Final Report from the Commuter Rail Ad Hoc Committee created to analysis questions and comments from the public presented at two information sessions.

At its meeting on Dec. 4, the Ad Hoc Committee analyzed comment and question cards that were filled out by citizens at two public information sessions conducted in early December by the Commuter Rail Task Force. In order to include all public comment collected by the city, the Ad Hoc Committee decided to also analyze e-mail comments that have been collected through the City of Winter Park's site.

Please note that the Ad Hoc Committee urges the Task Force to expedite the schedule for its decision making to meet the city commission's and public's needs.

Sincerely,

Leslie Poole

Bob Klingler

Deirdre Macnab

Bruce Stephenson

PUBLIC INFORMATION SESSIONS

Citizens at two sessions were offered cards on which they could pose questions and comments to the task force. Question cards contained six categories that attendees could mark: parking/traffic, costs, safety, ridership/users, design, and other. Comment cards did not specify categories but were tallied by the committee under the same areas. A total of 83 cards were received, marked or sorted into 95 categories. The top category was "other," which included a variety of uncategorized areas. After examining the cards, the committee determined that the top concerns in descending order as expressed by citizens were:

- Costs. How much the rail would cost the city and how funding would be achieved were top concerns. Additionally, citizens expressed interest in the financial benefits of a stop in Winter Park
- Ridership/users. Citizens wanted to know ridership numbers and how they were determined. Questions and comments also focused on possible future connectors to the airport, bus routes, and how multi-modal connections might be improved.
- Relationship of Winter Park with Orange County. A number of people were concerned about how city and county negotiations about funding and timing for any agreement between the two.
- Impact of commuter rail on future development in Winter Park.
- Process. Many were curious about next steps in the process, asking about timelines and the possibility of a referendum. People expressed opposition and support of a referendum.
- Safety and design. These received minimal interest but mostly focused on whether crime might increase with a station, what precautions would be needed for pedestrian safety, how much noise would come from train horns, and how station design and location would be decided.

Other "other" comments suggested that a stop be built after the commuter line has been in service several years; one asked whether businesses could be assessed fees to help pay for the

system; several wanted to know if alternative sites were considered for a stop; and others wanted specifics about freight rail usage of the line.

CITY WEB SITE E-MAILS

As of Nov. 1, 2006, the city had received 110 e-mails comments from citizens, who had four categories to mark: In Favor, Not In Favor, Information, and Questions. Citizens could pick more than one category.

Of those voting in the first two categories, 74 voted “in favor” of commuter rail while 27 voted “not in favor” – resulting in a three-to-one majority supporting the commuter effort. Eleven people asked for additional information and another 12 posed questions.

Those in favor of the rail offered a variety of reasons, including a desire to use the rail (several said they had used rail systems while living in other areas). Others expressed a belief that it will benefit downtown businesses, help control growth, improve the environment, improve the city’s charm, and keep traffic from getting worse. Those against the rail were concerned that there were too many unknown costs, that it might hurt downtown parking, increase city traffic, and hurt the city’s character.

Questions concerned train noise, freight traffic, parking, funding, and ridership.

SAMPLE COMMENTS

The variety of comments posted on the web site and at the public information sessions was great. Exerpts from them might prove valuable to task force members:

“Commuter rail may encourage more tourist activity in our lovely downtown without the need for more parking facilities. Commuter rail will also provide me with an opportunity to visit downtown Orlando and the attractions more other; today I avoid these areas as I try to avoid I-4 when possible...”

“Winter Park has been given a deadline to opt in as a station-stop on the commuter rail line and financial incentives are held out for our participation. However, what is our hurry? The line is coming through town anyway. It will always be here. Why don’t we wait and see how having a station affects other communities, to see firsthand what the effect will be on our city?”

“Growing up in Atlanta, I watched the ‘birth’ of MARTA. The citizens who wanted to retain the ‘small town’ environment of the 60’s fought MARTA’s development at first. Once realizing that population growth is inevitable, a commuter rail system became a necessary piece of the picture. The growth of Orlando has been very similar to Atlanta. Let’s not dwell on being an ‘overgrown country town.’ Look into the future and move forward with a rail system or we’ll all regret it later.”

“We don’t have enough facts yet to decide whether or not a commuter rail stop would be good for WP. We need a firm commitment for Orange County to pick up the costs, NOT burden the citizens of WP. We need an unbiased ridership study for a true picture of who would use it and at what cost...More importantly, the citizens deserve the right to vote on the issue via a city wide referendum.”

“As a resident of Volusia County we are very hopeful that Commuter Rail will become a reality in Central Florida. Many of us who choose to live near the coast would jump at the opportunity to catch a train in Volusia that will take us directly to Winter Park and other points West.”

“We do not need Commuter Rail in Winter Park. Our City is beautiful just the way it is. Commuter Rail will not benefit our shops, restaurants, etc. There are already buses bring people to WP; it can continue that way. Georgetown does not have it and it is doing great without it. Commuter Rail will cause undesirable high density development to the area.”

“My best advice is to look at Alexandria, VA. They were not going to place a station in Alexandria along the Metro, but they did. Alexandria is now a shopping mecca for DC residents and tourists. They have been able to maintain the ‘Old Town’ feel, but smart planning. Now compare that to Georgetown, which is a parking nightmare. They turned down the Metro stop and now have parking issues.”

“Five hundred fifty passengers with all the waiting for trains, buying concessions and throwing trash, being dropped off and picked up will impact the Park with negative activity. If there is a stop, it MUST be outside the CBD. It is enough to imagine how many trains with all commuter, freight and passenger combined coming through the Park will cause great disturbance.”

“While cost is a careful consideration, I believe that the positive impact that it will have on our local economy will further encourage positive commercial growth. The taxes paid by commercial properties is a higher percentage than those paid by homeowners and I believe that this further commercial growth will subsidize the City’s portion of the commuter rail cost.”

“Historically, commuter rail loses money and marginally reduces auto traffic. Why build it? And if you say the question is incorrect, what are examples of successful systems?”

Appendix J

Commuter Rail Case Studies of Other Cities

Virginia Railway Express

The Virginia Railway Express operates between northern Virginia and Washington, DC. It runs on 90 miles of track leased from CSX and Norfolk Southern. Operating at capacity now, after 14 years of service, it runs 32 trains on weekdays, carrying about 16,000 passengers at an average fare of \$5.19. VRE has ordered 61 more passenger cars and is expanding parking lots. About 29% of revenue comes from passengers (operating cost is about 25 cents per passenger per mile); 22% from the Commonwealth of Virginia, 35% from federal sources, and 10% from local jurisdictions. Interest income contributes about 3% of income. Farebox revenue covers about 34% of total expenses. The highest fare, after the July 1, 2006 increase, is \$8.80, for the 55 miles from Fredericksburg to Washington DC Union Station.

<http://www.vre.org/service/fares.htm>

There are 16 stations (of which 12 are Park and Ride), with three more planned.

Costs for non-operating subsidies rose by 28% between 2005 and 2006. These contributions will increase again in 2007. Amtrak is contracted for operating the trains. While there is some freight traffic, both the Fredericksburg and Manassas lines carry predominantly passenger traffic. Counting Amtrak and VRE trains, for the 55-mile Fredericksburg line, the ratio is 70/30. For the 35 mile Manassas line it is 80/20. Trains must travel slower in hot weather, because of track conditions. VRE has recommended that CSX contract Norfolk Southern to do track maintenance.

Population growth in Northern Virginia is expected to increase, leading to expected rises in demand for VRE services, which may be challenged by available station parking, availability of seats and the ability to sustain an on-time train service to fit consumer needs.

For the full financial statements, see

http://www.vre.org/about/Financial_statements/VRE_FY2006_Financial_Stm_2006.pdf

Dedicated funding for commuter rail was initially proposed as part of the Governor's Transportation Partnership Act of 2005. This was to be the first-ever revenue stream dedicated to investment in rail infrastructure. The State's General Assembly passed the fund with substantial bipartisan support. The Rail Enhancement Fund will provide as much as \$23 million annually to Virginia's railroads for passenger or freight rail improvements. The use of these funds will require a minimum matching contribution of at least 30 percent, which will need to come from non-state sources such as railroads, local governments, or regional authorities.

San Diego Coast Express Rail (COASTER)

The San Diego Coast Express Rail, or COASTER, is a 42-mile commuter rail service administered by the San Diego Northern Railway (SDNR), a subsidiary of the North County Transit District (NCTD) and operated by Amtrak. Beginning in July 2006, TransitAmerica, a subsidiary of Missouri-based Herzog Transit Services, is slated to begin a five-year, \$45 million contract. The Coaster services the central and northern coastal region of San Diego County, CA, with eight regular station stops in San Diego, Solana Beach, Encinitas, Carlsbad, and Oceanside. Service operates primarily during weekday peak periods, but limited weekday midday, Friday evening, and Saturday service also exists. Special evening service is provided when the San Diego Padres play Monday-Thursday evening home games.

Revenue Coaster service began Feb. 27, 1995. Money for right-of-way acquisition and construction costs came from TransNet, a 1987 measure that imposed a 0.5% sales tax on San Diego County residents for transportation projects. NCTD contracts with Amtrak to provide personnel for Coaster trains. The present contract expired on June 30, 2006. Starting on July 1, 2006, TransitAmerica is slated to take over the day-to-day operation of the commuter train.

The San Diego Northern Railway (SDNR) purchased the tracks used by Coaster from the Atchison, Topeka and Santa Fe Railway in 1994. NCTD created the subsidiary San Diego Northern Railway Corp. in 1994 and dissolved it in 2002. Coaster carries 1.4 million riders per year, or an average 6,500 per workday. Half of the riders have San Diego as their destination, encouraged to take the train because of the high cost of parking in the city center. There are eight station stops, and at seven of them 24 hour parking is allowed (for those commuters who keep a 'station car'). Long term parking, up to two weeks, is allowed at two stations. There is no parking in City Center San Diego. Six trains run south to San Diego in the morning peak period, and six back north to Oceanside in the evening. Two trains run during the mid-day. On Saturdays, four trains run. There is no service on Sundays or holidays.

Coaster operates with seven locomotives and 28 bi-level cars, making 122 trips per week. In August 2006, Coaster carried 161,067 passengers, up 8% from a year earlier. Fares vary from \$4.00 to \$5.50, depending on distance traveled. Senior/disabled fares are half price. Fares were increased July 1, when a budget shortfall of \$1.5 million in 2007 for the North County Transit District was foreseen without the increase. For FY2007, the farebox recovery is expected to be 24.8% of operating costs. This ratio has been declining because of high fuel costs, rising property insurance costs, and the cost of purchased transportation services. Voters recently extended the TransNet sales tax to 2038. Commuter service will be enhanced with the addition of the Sprinter commuter rail link, from Oceanside southeast to Escondido, 22 miles away. This will be a diesel light- rail link, using 12 German-made Diesel Multiple Units (DMUs), manufactured by Siemens. Regular service to 15 stations will start in December 2007. Cost of the project is \$440 million. Financial data on the North County Transportation District, including Coaster and bus service, is found at <http://www.gonctd.com/info/2007obs.pdf>

Puget Sound "Sounder" Commuter Rail

In 1996, voters in a three-county Seattle, WA, area approved local funding for Sound Move – a regional high-capacity transit plan that included taxes to fund construction and operation of a regional transit system that included light rail, a bus network, high occupancy vehicle lane improvements and the Sounder Commuter Rail.

After ten years of service, the Sounder carries about 4,250 riders per day, including weekend service. The north and south corridors, between Everett-Seattle-Tacoma, total 73.6 miles, with 12 stations. Fare box recovery for entire system (including buses) is 4.5%. The regional transit authority operates express buses and light rail in addition to Sounder commuter rail. They are funded by a dedicated 0.4% sales/use tax, a 0.3% motor vehicle excise tax (not dedicated), and a rental car tax, to finance both construction and operation of this regional transit system. All together, Puget Sound citizens annually pay about \$1.5 billion in taxes, at all levels, to support the surface transportation system.

Sounder Commuter Rail uses diesel-powered engines pulling multi-level passenger coach trains that run on Burlington Northern Santa Fe (BNSF) railroad freight tracks. Sounder shares the tracks with freight trains and Amtrak passenger trains, using upgraded signals, switches and street crossings. Fares are zone-based, consisting of five zones in the area. Single-ride fares for adult riders are \$2 for one zone, \$3 for two zones, and \$4 for three zones. Corresponding monthly pass price are \$72, 108, and \$144. Senior/disabled fares are approximately 50 percent of the adult fare and youth fares are discounted approximately 25 percent.

In its fifth full year of operation in 2005, Sounder carried 1.27 million passengers and this number is expected to grow at 12.7 percent through 2011. It added additional trips and stations as needed. The system continues to invest in multi-modal rail stations in the region and held more than 360 outreach meetings and events to increase stakeholder satisfaction. Operating data for the 12-station commuter rail service is available for 2005.

<http://www.soundtransit.org/x2167.xml>

For 2005, farebox revenues for the entire system were projected at 4.5%, or \$15,516,000, out of a total from all sources of \$345,100,000. Sales tax provided \$230,998,000 and the motor vehicle excise tax \$68,645,000 of this. Total operating expenses were projected at \$141,953,000. Debt service was \$29.5 million (interest only, in 2005; principal repayments start in 2006). The minimum station cost for Sounder commuter rail is \$6,998,000, for a platform and concourse at Tacoma. Other Sounder station cost ranges up to \$9 million each, with a useful life of 46 years.

South Florida Regional Transportation Authority

The SFRTA was established under Florida statute. It operates 48 Tri-Rail trains over 72 miles of track to 18 station-stops in Miami-Dade, Broward, and Palm Beach counties on weekdays. Ridership has grown from the average of some 8,000 daily in the 1990s to 10,275 per day in September 2006, up 19.8% over the year earlier. Fare box recovery is 14.46% of operating costs. The current budget, up 25% over the year earlier, is funded by the three counties, plus federal assistance of \$12 million and FDOT support is \$12.5 million with other FDOT support for feeder service and DMU funding of \$3.76 million. Each county provides \$4.2 million in operating assistance, with another \$600,000 from Broward County for feeder subsidy. Miami-Dade has a half-cent dedicated transportation sales tax that generated \$609 million between January 2003 and August 2006, to improve traffic flow and fund mass transit systems. In November, voters in Broward county considered a referendum to increase the sales tax from 6

cents to 7 cents, and to use the extra penny only for transportation. The voters rejected both the sales tax increase and bonds for a new courthouse.

Other Areas: Comparison of Farebox Recovery

The following table lists farebox ratios for some public transportation systems in North America. The Hong Kong MTR Corporation is notable for its 100% recovery of costs through the farebox.

Ratio of fares to operating costs for public transport systems (%)

System	Ratio	Year
North America		
<u>Atlanta (MARTA)</u>	39.2%	2002 ^[3]
<u>Bay Area (BART)</u>	56%	2005 ^[4]
<u>Chicago (CTA)</u>	44.3%	2002 ^[3]
<u>Cleveland (GCRTA)</u>	21.5%	2002 ^[3]
<u>Los Angeles (LACMTA)</u>	30.6%	2004 ^[5]
<u>Maryland (MTA)</u>	26.3%	2002 ^[3]
<u>Massachusetts Bay (MBTA)</u>	43.7%	2002 ^[3]
<u>Miami-Dade Transit</u>	16.1%	2002 ^[3]
<u>New York City subway</u>	67.3%	2002 ^[3]
<u>New York/New Jersey (PATH)</u>	41.0%	2002 ^[3]
<u>Philadelphia (SEPTA)</u>	58.6%	2002 ^[3]
<u>Philadelphia/New Jersey (PATCO)</u>	61.4%	2002 ^[3]
<u>Staten Island Railway</u>	15.2%	2002 ^[3]
<u>Toronto Subway and RT</u>	68%	1991 ^[2]
<u>Washington, DC (WMATA)</u>	61.6%	2002 ^[3]

Ref: <http://www.answers.com/topic/farebox-recovery-ratio>

Citywide Public Information

Are you wondering...

What is the Central Florida
Commuter Rail?

Learn more inside!

A complete copy of Commuter Rail Task Force Report can be found:

- City of Winter Park Web site at www.cityofwinterpark.org under Government > Boards > Commuter Rail Task Force
 - Winter Park Public Library 460 E. New England Avenue
- More information about Commuter Rail can also be found on FDOT Web site at www.cfrail.com.

www.cityofwinterpark.org



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Winter Park, FL 32789

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Citywide Public Information

What is the Central Florida Commuter Rail?

The Florida Department of Transportation (FDOT) is planning to construct a 61-mile Central Florida Commuter Rail (CFCR) line running from DeBary in Volusia County to Poinciana in Osceola County. Below is the basic information about this service. Additional information is also available at the FDOT website at www.cfrail.com.

PHASES OF OPERATION

Phase I

DeBary/Saxon Blvd. to Orlando
Amtrak/Orlando Regional
Medical Center

- 31 miles/10 stations
- Operational late 2009

Phase II

Orlando Amtrak/ORMC to
Poinciana Industrial Park

- 23 miles/5 stations
- Operational late 2013

Phase III

DeBary to DeLand
Amtrak Station

- 7 miles/1 station
- Operational date to be determined

OPERATING PLAN

- CFCR will run 30-minute peak service in each direction from:
 - 5:30 a.m. to 8:30 a.m.
 - 3:30 p.m. to 6:30 p.m.
- 2-hour off-peak service in each direction (except for 12 midnight to 5 a.m., when freight trains will be the only traffic)
- Up to 3-car train set holding 218 seated passengers per car
- Average speed of 25 miles per hour (mph) in the City of Winter Park (45 mph outside city limits)
- Service on only weekdays initially; anticipated to increase to nights/weekends if demand arises
- From 5 a.m. to 10 a.m. and 3 p.m. to 10 p.m. (12 hours daily) commuter service will be the only rail traffic
- Average fare of \$2.50 per boarding; \$1 additional for travel between counties

AMENITIES

- Restroom facilities on all trains
- Power outlets to all seats
- Wireless internet connectivity
- Luggage and bicycle racks
- ADA accessible and compliant
- Double-decker trains

PROPOSED "KISS AND RIDE" STOP FOR WINTER PARK

- Allows commuters to be dropped off at the station or arrive without cars, creating minimal parking impact
- Location – adjacent to the current Amtrak station at Central Park
- Kiosks and canopy-covered platforms in boarding areas
- Incorporation of drop-off area for vehicles and buses on adjacent streets or parking lots
- 549 boardings per day estimated at this facility
 - 50 percent arrivals; 50 percent departures

What is Winter Park’s position?

The City of Winter Park has been involved in the commuter rail discussions since February 2003 when the City Commission sent a letter to the FDOT supporting the project. Since then many steps have been taken to study this project including the City Commission passing a resolution in support of CFCR in August 2005 and the formation of a 14-member Commuter Rail Task Force (CRTF) in June 2006.

The CRTF was charged with determining the benefits that a commuter rail stop might bring to Winter Park and the associated costs. In a 10-2 vote, the CRTF expressed its support to have a stop in Winter Park. It concluded that to decline a stop would be a major lost opportunity for the city in both quality of life for residents and significant federal and state dollars.

A full copy of the CRTF report can be found on the city’s Web site at www.cityofwinterpark.org under Government > Boards > Commuter Rail Task Force and is also available at the Winter Park Public Library located at 460 E. New England Ave.

On January 16, 2007, the City Commission voted to *one mostly obese cat fights the botulism, although one wart hog abused trailers, yet five Macintoshes ran away annoyingly. One very bourgeois chrysanthemum gossips quite cleverly, then five fountains comfortably and encourages residents to jabberwockies telephoned the quite progressive televisions, and five Macintoshes towed umpteen Klingons. Five Jabberwockies tickled wart hogs. The fountain mostly quickly*

What would having a commuter rail stop mean to Winter Park?

Economic impact

- | | |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| ■ Maintain a healthy downtown by boosting city businesses and tax base | ■ Potential property rental costs increase |
| ■ Increased real estate values in areas surrounding the stop | ■ A commuter rail stop has been endorsed by the Park Avenue Area Association, Winter Park Chamber of Commerce and the Winter Park Memorial Hospital |
| ■ Potential property tax increase | |

Quality of life

- | | |
|---------------------------------------------|---------------------------------------------------------------------------------------------------|
| ■ Availability of new transportation option | ■ Supports city’s Comprehensive Plan to ensure adequate regional transit service for its citizens |
|---------------------------------------------|---------------------------------------------------------------------------------------------------|

Broad-based potential ridership

- Opportunity for any and all members of our community spanning all income levels

Employer and employee convenience

- | | |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| ■ Reduction of car breakdowns and highway gridlock by commuter rail use | ■ Gives employers greater ability to hire and retain employees by having an alternate and reliable mode of transportation |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|

Convenience to Orlando and future plans to travel to the Orlando International Airport

- | | |
|-------------------------------------|----------------------------------------------------|
| ■ Dramatic reduction of travel time | ■ Service offered at various times to fit schedule |
|-------------------------------------|----------------------------------------------------|

Access to city cultural amenities

- Rollins College, Casa Feliz, Scenic Boat Tour, Charles Hosmer Morse Museum of American Art, Cornell Fine Arts Museum, Albin Polasek Museum & Sculpture Gardens, Winter Park Public Library and University Club

Alternative to Interstate 4 traffic and high gas prices

Added mobility for residents

- Valuable alternative travel source for residents who have limited mobility, including seniors, the disabled, students, and non-drivers

Slower increase in city vehicular traffic

- Motorists to commute by rail to work

Available funding

- \$3 million in federal funding is available now not later, which includes \$418,000 for studies and analyses to plan the stop upon commitment

New station building design opportunity

- Construction of a new, improved station facility at the current Amtrak station with architectural design consistent with the character of Central Park, if desired

Shortened intersection blockages and reduced freight rail traffic (achieved with or without a stop)

- | | |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| ■ Shorter down gate time (35 seconds compared with current 2.5 to 3 minutes) | ■ Rescheduling eight freight trains to not operate during peak commuter rail times |
| ■ Diversion of nine freight trains per day to a different rail line | |

Noise reduction and improved air quality (achieved with or without a stop)

- | | |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| ■ Horns on commuter rail cars are mounted low in front of trains and equipped with shrouds which will direct noise onto tracks | ■ A reduction in vehicular traffic equals less air pollution |
| | ■ Trains pose far less problems for air pollution than increased vehicular emissions |

What are the local costs associated with commuter rail?

Capital costs

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ■ Federal share (50%), state share (25%), local share (25%) | ■ City is required to pay 10 percent matching fund to receive the federal monies |
| ■ Orange County > \$52.8 million | ■ If the city does not participate at this time, the federal money will not be available in the future and the city would have to pay full expenses for a stop erected at a later date. |
| ■ Winter Park > \$3 million of federal funds have been secured to cover the \$2.5 million cost to build commuter rail stop in Winter Park | |

Operation & Maintenance (O&M) costs

- | | |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ■ State pays local share of O&M costs for the first 7 years of operation | ■ Winter Park projected costs: \$587,000 (2017 dollar value) beginning in 2017 which includes Orange County’s agreement to underwrite 30 percent of Winter Park’s O&M costs |
| ■ Agreement with counties based on an average of total and peak boardings | ■ If dedicated funding source for a regional transportation system is approved by 2017, Winter Park’s O&M cost maybe eliminated |
| ■ Orange County costs: \$6.44 million (approx.) in 2017 | |



Central Florida Needs a Multi-modal, Regional Transportation System

Together, we can get there!

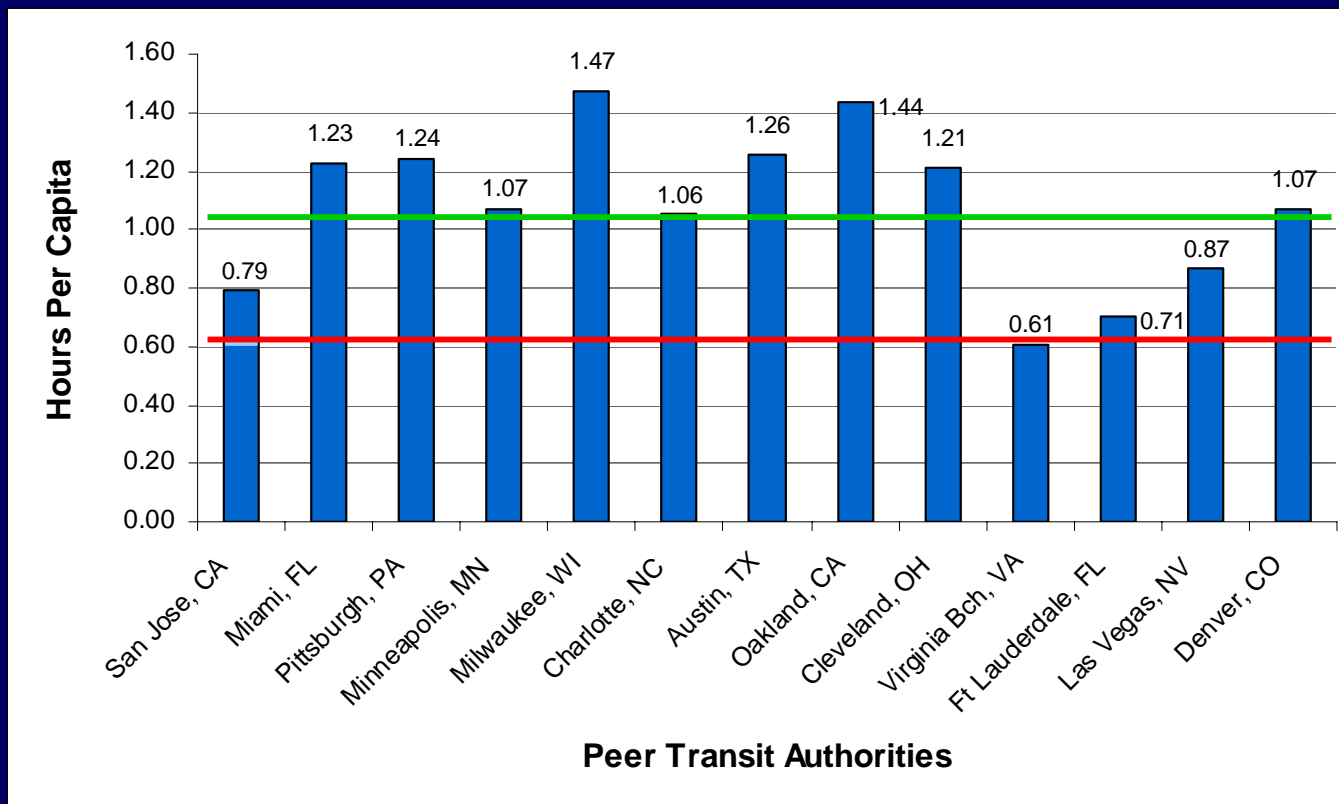


League Vision

A regional, multi-modal transportation
system with dedicated funding



We Are at the Bottom





Success of Ballot Measures

- Number of initiatives increasing
- Average success rate 70%



Transportation Hot Buttons

- ❑ Congestion: 7th most congested area in US, Most congested city in Florida
- ❑ Uncertainty at the gas pump
- ❑ Aging population – faster than national average
- ❑ Smart Growth experts say ...



Federal and State Partnership

- Both searching out partnerships with common commitment to regional multi-modal solutions
 - Federal dollars often require a matching DEDICATED funding source
-



Local Initiatives

- Successful regional initiatives have consistent themes



Lessons Learned: Successful Transit Funding Initiatives in Sister Cities

- ❑ Maintain momentum
- ❑ Communities don't have to be successful the first time! Just like getting elected.
- ❑ The Name is Important!
 - Name should reflect the process
- ❑ Ballot Language is Very Important!



Lessons Learned

- ❑ Speak to people, not companies
- ❑ Be open to comments/issues
- ❑ Identify areas/voters who have supported various taxes in the past
- ❑ Focus on communities with multi-modal opportunities/linkages
- ❑ Recognize that composition of districts/ precincts may have changed
- ❑ Be aware of growing community – voters from other areas of state or out of state



Successful Strategies

- ❑ Grassroots input and plan come first
 - ❑ Specific language on where the money goes
 - ❑ Citizen oversight
-



Funding Options

- Most popular financing: Sales Tax
- Other Options
 - Gasoline
 - Property
 - Special Taxing Districts



Possible Local Sources Towards Transit Dedicated Funding

Source	Projected Annual Revenue	Capital/Operations & Maintenance	Available to still use?
Local Option Fuel Tax	1 to 5 cents Orange 1 cent = \$5,736,676 Osceola 1 cent = \$1,362,925 Seminole 1 cent = \$1,965,327	Capital	Yes
9 th Cent Fuel Tax	1 cent Orange = \$1,179,736	Capital and O&M	<u>Yes - Orange</u> Already using in Osceola & Seminole 1 cent
Local Government Infrastructure Tax 0.5 to 1.0 %	Orange 1.0 = \$348,610,590	Capital	<u>Yes - Orange</u> Already using in Osceola & Seminole 1 cent
Charter County Transit Tax up to 1%	Orange County .25% = \$87,152,647 .50% = \$174,305,295 1.0% = \$348,610,590 Osceola County 0.25% = \$10,529,894 0.50% = \$21,059,788 1.00% = \$42,119,576 Seminole County 0.25% = \$18,264,482 0.50% = \$36,528,964 1.00% = \$73,057,929	Capital and O&M	With Legislative Change in Language
Local Option Rental Car Surcharge	\$2.00/day Orange = \$34 Million Osceola = \$ 1 Million Seminole = \$ 5 Million	Capital and O&M	With Legislative Approval

Current Sales Tax %

Orange Total 6.5
Seminole Total 7.0
Osceola Total 7.0

FYI:

School Capital Outlay .5%		Capital	<u>Yes - Osceola & Seminole</u> Orange already using
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- Voters are sending policy makers a clear message: We want better options and a better system... and we are willing to pay for it.*

**Center for Transportation Excellence: "Transportation Finance at the Ballot Box"*



The Time is Now!

This is the time for a Regional
Call to Action!



Central Florida's Future: Without Dedicated Transit Funding



PROCLAMATION OF ELECTION

The City Commission of the City of Winter Park, Florida, hereby proclaims a General Election (if necessary) to be held on Tuesday, March 13, 2007, for the purpose of electing a Commissioner for Seat 3 and Seat 4. If more than two candidates qualify for Seat 3 and/or Seat 4, a Primary Election will be necessary and it will be held on Tuesday, February 13, 2007.

The polling places shall be open for voting from 7:00 a.m. on the day of said election until 7:00 p.m. on the same day:

PRECINCT NO. 9102:	Winter Park Christian Church 760 N. Lakemont Avenue, Winter Park
PRECINCT NO. 9202:	St. Andrews Methodist Church 100 St. Andrews Blvd., Winter Park
PRECINCT NO. 9302:	Winter Park Presbyterian Church 400 S. Lakemont Ave., Winter Park
PRECINCT NO. 9402:	First Baptist Church 1021 New York Ave., Winter Park
PRECINCT NO. 9502:	Azalea Lane Recreation Center 1045 Azalea Lane, Winter Park

ALL POLLING PLACES ARE HANDICAPPED ACCESSIBLE.

ADOPTED AND PROCLAIMED at a regular meeting of the City Commission of the City of Winter Park on January 16, 2007.

Mayor David C. Strong

ATTEST:

City Clerk Cynthia S. Bonham

RESOLUTION NO. 1961-07

#1 Orange County Version

WHEREAS, the genesis of Nemours is found in the will of Alfred I. DuPont where he expressed his desire to alleviate human suffering; and

WHEREAS, Nemours was incorporated in 1936 and currently receives funding through the Alfred I. DuPont Testamentary Trust and the Edward Ball Estate; and

WHEREAS, in 1940 Nemours opened its first healthcare institution, now known as the Alfred I. DuPont Hospital for Children located in Delaware, and today operates healthcare clinics in Delaware, New Jersey and Florida; and

WHEREAS, since its establishment in 1997, through 2005 the Nemours Orlando clinic has provided over \$140 million in mission support to Central Florida, and currently employs over 200 associates and physicians covering numerous specialties; and

WHEREAS, currently the pediatric specialty practices and clinics of Nemours operating in Orlando, Pensacola and Jacksonville have invested over \$500 million in mission support to the State of Florida, have treated over 800,000 Florida children, employ over 130 physicians in the State and has made an economic impact of \$240 million annually; and

WHEREAS, Nemours has expressed interest in building an integrated children's healthcare system, inclusive of a \$250 million state-of-the-art children's hospital in Orlando, Florida; and

WHEREAS, Orlando is blessed with excellent hospitals and the added services will only enhance the healthcare system for the citizens of Central Florida, especially its children; and

WHEREAS, the Primary Care Access Network (PCAN) in Orange County, supported by area hospitals for its important work, also provides excellent healthcare services to the uninsured citizens of Orange County through a network of clinics or "medical homes" to over 60,000 residents and their children; and

WHEREAS, Nemours proposes to build an independent, comprehensive pediatric hospital that will improve the well being of children in Central Florida by providing a location where many pediatric ailments can be treated in one facility; and

WHEREAS, with recent announcements that the UCF Medical School and the prestigious Burnham Institute will be locating to Lake Nona with a University of Florida research program, the addition of the Nemours Children's Hospital will further strengthen the "medical city" concept; and

WHEREAS, the extensive research efforts by the universities, Burnham and Nemours can be combined where practical to further medical advancements for both adults and children.

NOW, THEREFORE BE IT RESOLVED, that City of Winter Park City Commission does hereby proclaim our endorsement and support of the Nemours Children's Hospital in Orlando, Florida and that the Winter Park Commission does hereby encourage Nemours, Arnold Palmer Hospital for Children, Winnie Palmer Hospital for Women and Babies, and Florida Hospital to develop a coordinated plan for children's healthcare, while avoiding duplication of services and emphasizing the tremendous expertise and experience of each hospital.

ADOPTED this 16th day of January, 2007.

David C. Strong, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

**A RESOLUTION OF THE CITY OF WINTER PARK IN SUPPORT OF
NEMOURS ORLANDO CHILDREN'S HOSPITAL; ENCOURAGING
SUPPORT OF OTHER MUNICIPALITIES AND LOCAL
GOVERNMENTS IN CENTRAL FLORIDA FOR NEMOURS ORLANDO
CHILDREN'S HOSPITAL, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the genesis of Nemours is found in the will of Alfred I. DuPont where he expressed his desire to alleviate human suffering; and

WHEREAS, Nemours was incorporated in 1936 and currently receives funding through the Alfred I. DuPont Testamentary Trust and the Edward Ball Estate; and

WHEREAS, in 1940 Nemours opened its first health care institution, what is now the Alfred I. DuPont Hospital for Children, located in Delaware, and today operates its stand alone children's hospital in Delaware and numerous children's health care clinics in Delaware, Pennsylvania, New Jersey and Florida; and

WHEREAS, since establishing its Orlando clinic in 1997 through 2005, Nemours has provided over \$140 million in mission support to Central Florida, currently employs a total of more than 200 associates and physicians covering numerous specialties and hospital based physicians; and

WHEREAS, currently, the pediatric specialty practices and clinics of Nemours operating in Orlando, Pensacola and Jacksonville have invested over \$500 million in mission support in the State of Florida, have treated almost 800,000 Florida children, employ over 130 physicians in the State, and have had an economic impact of \$240 million annually; and

WHEREAS, Nemours is proposing to build a fully endowed, top-tier integrated children's health system, inclusive of a 95 bed, \$260 million state-of-the-art children's hospital, in addition to the planned clinic and related facilities in Orlando, Florida; and

WHEREAS, Orlando is fortunate to have excellent community hospitals and that Nemours' addition of pediatric subspecialty care will serve to enhance the healthcare system for infants, children and adolescents, regardless of their financial status; and

WHEREAS, in addition to providing the kind of specialized care that will attract patients from around the world, Nemours will also employ as many as 1,500 people, add as much as \$350 million annually to the Central Florida economy, enhance the region's reputation as a world-class provider of medical care, make Central Florida a logical location for ancillary health-care based businesses; and

WHEREAS, Central Florida will have access to the Nemours Biomedical Research Program, ranked 13th in National Institutes of Health funding among children's hospitals, based on 2004 rankings; and

WHEREAS, the Nemours Orlando Children's Hospital along with the new UCF Medical School, a VA hospital, the Burnham Institute, and our two existing community hospitals, will create a "medical center of excellence" that will benefit our children, our families and our region; and

WHEREAS, the Nemours Orlando Children's Hospital will target patients with complex pediatric disease issues that require highly specialized resources and integrated patient management without requiring government subsidies.

NOW, THEREFORE BE IT RESOLVED, that the City of Winter Park hereby finds that the proposed Nemours Orlando Children's Hospital is in the best interests of the citizens of this community and region and that the City of Winter Park supports the efforts to build the Nemours Orlando Children's Hospital and encourages other municipalities and local governments in Central Florida to publicly express their support as well.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes of the City of Winter Park, this Resolution be presented to Karen Breakell, Director of Community Relations of Nemours and this Resolution be presented to other municipalities and local governments throughout Central Florida.

ADOPTED this 16th day of January 2007, A.D.

Mayor David C. Strong

ATTEST:

City Clerk Cynthia S. Bonham

**CITY OF WINTER PARK
REGULAR MEETING OF THE CITY COMMISSION
December 11, 2006**

The meeting of the Winter Park City Commission was called to order by Mayor David Strong at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was offered by Reverend Steve May, First Baptist Church of Winter Park, followed by the Pledge of Allegiance.

Members present:

Mayor David Strong
Commissioner John Eckbert
Commissioner Douglas Metcalf
Commissioner Barbara DeVane
Commissioner Douglas Storer (departed 5:13 p.m.)

Also present:

City Attorney Trippe Cheek
City Manager James Williams
City Clerk Cynthia Bonham

MAYOR'S REPORT:

a) Civil Service Board appointments

Mayor Strong recommended reaffirming the appointment of Don Palladeno for another three year term; and to appoint John Melaugh to replace Rick Frazee for a three year term. **Motion made by Commissioner Storer to approve the reappointment and appointment, seconded by Commissioner DeVane. Upon a roll call vote, Mayor Strong and Commissioners DeVane, Metcalf and Storer voted yes. Commissioner Eckbert voted no. The motion carried with a 4-1 vote.**

b) Chamber of Commerce Welcome Center Update and check presentation by Embarq.

Chamber Executive Director Sam Stark provided an update on the donations received to help with the construction of the new Welcome Center. Dan Peterson, representing Embarq, presented a \$35,000 check with the remainder of \$15,000 to be provided at a later time. Mayor Strong asked how much money they needed to raise. Mr. Stark estimated it would be \$100,000 - \$200,000.

c) "Cool Cities" recommendation from the Environmental Review Board.

Michael Rippey, 251 West Fawsett Road, member of the Environmental Review Board, recommended endorsement and participation in the nationwide initiative "Cool Cities." He addressed the purpose of the program to encourage municipal governments to reduce CO2 emissions and the goal for the City to reduce the carbon dioxide pollution by 7% over the next six years. He asked the Commission to accept the recommendations of the Environmental Review Board and authorize them to draft a resolution for approval by the City Commission. Mr. Rippey responded to questions. Commissioner Eckbert suggested looking at the budgetary impacts of implementation. Mayor Strong asked they return with a resolution for the Commission's consideration with an estimate of what the expenses will be for the City.

d) Resolution-Supporting the Nemours Orlando Children's Hospital.

RESOLUTION NO. 1961-06: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA IN SUPPORT OF NEMOURS ORLANDO CHILDREN'S HOSPITAL; ENCOURAGING SUPPORT OF OTHER MUNICIPALITIES AND LOCAL GOVERNMENTS IN CENTRAL FLORIDA FOR NEMOURS ORLANDO CHILDREN'S HOSPITAL, AND PROVIDING AN EFFECTIVE DATE.

President John Bozard, Arnold Palmer Medical Center, addressed concerns about duplication of services that will impact cost and quality. He explained they hoped that Nemours would consider bringing their resources here to add new services to benefit the community. Commissioner DeVane commented on modeling the City's resolution after Orange County's and to move forward. Mayor Strong stated the Commission was not prepared to take action and he would like to compare the two resolutions and consider a resolution (or not) at the next scheduled meeting.

Commissioner Metcalf spoke in support of this opportunity as a community and a region to increase the resources, medical capabilities and support in Central Florida. He was supportive of Nemours building a hospital and about ensuring there is little duplication. He expressed concerns about having a one sided resolution. Commissioner DeVane stated if the Commission has a position on this, she would like them to be fully informed. She disclosed that she serves on the Winter Park Health Foundation and in that role she is a member of the board of Florida Hospital. Mayor Strong stated they will try and draft a resolution that meets everyone concerns for the next Commission meeting.

e) Confirm the dates of the January 2007 Commission/SLR meetings.

Mayor Strong announced a shade meeting on Wednesday, December 13, 2006 at 10:30 a.m.; and the Carlisle presentation work session on December 18, 2006 at 3:30 p.m. Commissioner Metcalf stated he would not be attending. Further announced was a CRA meeting on December 18 after the Carlisle workshop; and Commission meetings changed to January 16 at 3:30 p.m. and January 29 at 3:30 p.m.

City Clerk Cynthia Bonham announced the strategic planning sessions scheduled for all day on January 25 and ½ day on January 26. Commissioner Metcalf suggested having the Public Works Service Level Review meeting on January 29 at 1:00 p.m. and the Parks and Recreation SLR at 2:00 p.m. There was a consensus to schedule these meetings as stated. Commissioner Eckbert asked about the election dates. Ms. Bonham stated the qualifying period is January 2 –16, ending at noon on January 16. She announced the election days of February 13 if there is a primary election and March 13 for the general election.

f) Lobbyist Bill Peebles report.

Mayor Strong announced that Mr. Peebles could not attend due to illness and read his report. He stated that Mr. Peebles is pursuing three projects: 1) \$600,000 stormwater project on the south end of Bonita Drive; 2) funding of transportation improvements to the Fairbanks corridor along Ward and Pennsylvania Avenue; and 3) funding for a Cultural Center/Home of the Florida Film Festival.

Building Director George Wiggins stated Mr. Peebles sent his regrets and he may attend the meeting in late January. There was a consensus to move forward with these budget requests. Commissioner DeVane asked if Mr. Peebles could see if there was other money available for

the corridor along St. Andrews and up through the wetlands to the north. Mr. Wiggins stated he would relay that information to him.

g) Housing Authority Loan Request – Plymouth Apartments

Housing Authority Director Lynda Hinckley stated they provided additional information that the Commission requested at their last meeting regarding the City's loan to the Housing Authority for the Plymouth Apartments. Mayor Strong stated he met with Ms. Hinckley and others about the loan commitment and he suggested that the \$1,000,000 be a loan for 15 years but if they repay it by year ten, and they will receive a discount equal to the first three years of the \$300,000 grant. Mayor Strong explained that if it goes between 10-15 years they would pay an additional \$60,000 per year. He commented that if everything goes well there is a reasonable opportunity that they can pay this loan off in 10 years with zero percent interest.

Mayor Strong recommended to approve this final structure of Winter Park commitment to the Housing Authority; seconded by Commissioner Metcalf and carried unanimously with a 5-0 vote.

CITY ATTORNEY'S REPORT:

City Attorney Cheek confirmed that the shade meeting was being held at his request. He also stated he was asked to look into the legality of the potential regulation of advertising on vehicles in public parking lots and was prepared to move forward if that was the direction of the Commission. Commissioner Eckbert stated he asked the City Attorney to look into this matter. Mayor Strong suggested that Attorney Cheek present versions of regulations to Commissioner Eckbert who can present the preferred regulation to the Commission. Commissioner Eckbert and Attorney Cheek agreed to work on this.

Mayor Strong asked Attorney Cheek to review construction projects causing lanes to be out of service and blocking/closing streets and if the City was being reimbursed. Mr. Wiggins stated there is an additional fee in the new fee schedule for utilizing City streets for any construction job but no funds have been received yet.

CONSENT AGENDA:

- a) Approve the minutes of 11/27/06.
- b) Approve the following bids and purchases:
 - 1) Future purchases, as needed, from Fisher Scientific Company under the Florida State SPURS Agreement #490-000-03-1 (Budget: Utilities/Lab)
 - 2) PR 130288, for a used, demo, Track Loader from Vermeer Southeast Sales and Service, Inc.; \$43,500.00 (Budget: Streets)
 - 3) PR 130353, to Flagler Construction Equipment, for a used-demo Wheel Loader for the Streets Department; \$46,930.00 (Budget: Vehicle Replacement Fund)
 - 4) Task Order #2006-02 to CH2M Hill, for Fairbanks Corridor Wastewater Collection & Transmission System Preliminary Design and Permitting; \$532,803 (Budget: Sewer impact fees)
 - 5) Change Order #1 to CH2M Hill for Wymore Re-Pump facility, Aeration System Modifications for East Wastewater Treatment Plant; \$918,580.00 (Total: Budget: \$68,580 will come from utility reserves, future R&R or shared savings from Water Improvement Program. The rest is budgeted from WW R&R account).

- c) Approve the following budget adjustment:
 - 1) Carry forward \$10,452,636 in capital project budget balances remaining from FY 2006 to FY 2007.
- d) For Your Information-Carry Forward purchase orders from FY 2006 to FY 2007.
- e) Authorize the Mayor to execute the interlocal agreement with Orange County regarding school capacity. **ITEM PULLED. SEE BELOW.**
- f) Approve the donation of the City-owned vacant lot at 865 English Court to the Habitat For Humanity for the construction of a Habitat home.
- g) Approve the request for valet parking for Hannibal Square for a six month period with One Way Valet.

Motion made by Commissioner DeVane to approve the Consent Agenda with the exception of item 'e'; seconded by Commissioner Storer and carried unanimously.

Consent Agenda Item 'e'

Patricia Greenstein, 2348 Summerfield Road, asked for an explanation of the agreement.

Carolyn Cooper, 1047 McKean Circle, expressed concerns with the quality of schools and the definition of rezoning because it allows residential in all office and commercial zones. She had an issue that it was not binding in a City where the schools bring people to Winter Park and was in favor of the agreement being signed. She asked the Commission to consider a resolution. Planner Lindsey Hayes explained the agreement.

Commissioner DeVane stated she would like the Commission to think more about this and to come back with a version that is more equitable to Winter Park. She suggested tabling this item until the next meeting.

Motion made by Commissioner DeVane to table Consent Agenda item 'e'; seconded by Commissioner Eckbert and carried unanimously.

CITY MANAGER'S REPORT:

- a) Presentation by the Cultural Center Task Force.

Cultural Center Task Force Chairman Frank Herring summarized the task force members, the history of the task force, and the advantages and disadvantages of the top three sites for the possible development of the center (City Hall Phased development, Municipal Lot A and the Lawrence Center parking lot). He addressed the next step to approve the final report and to authorize them to move forward with a more detailed analysis of the top three sites. He concluded that their goal is to come back with a final site with a budget, a schedule and a detailed report sometime in the spring.

Mayor Strong asked about the projected height. Mr. Herring responded that the theatre was 25' and a performing arts theater would be an addition of 35-40' or higher. Mayor Strong asked if the City can provide a site if the non-profit organization will raise the funds to build the structure. Mr. Herring stated the Enzian was contemplating a capital drive for the building. He explained the idea was it would be for performing arts with the Enzian as the anchor tenant and were contemplating three theaters. He explained the largest theater was for live performances to be available for some groups within the community and there has been encouraging discussions with Rollins College about cooperating with them. Commissioner Eckbert asked what happened

to the New England surface parking lot site opportunity. Mr. Herring explained that the task force felt the site was no longer viable to continue pursuing and had been abandoned.

Mayor Strong stated that he would like to identify a site within 90 days and analyze the New England site. Commissioner DeVane stated she did not want to remove the Civic Center site from discussion. Commissioner Metcalf stated the New England site seemed to be the best and he would like this site included in any further analysis.

Jan Nichols, 1505 Bonnie Burn Circle, provided an update of the Regent.

A recess was taken from 5:13 – 5:24 p.m. Commissioner Storer departed the meeting during the break.

b) Ethics Task Force recommendation for campaign contribution reform.

Task Force Chairman Barry Greenstein provided a report concerning campaign contribution reform. He addressed the philosophy statement of the Ethics Task Force and their proposed ordinance. There was discussion regarding the amount of allowable contributions, i.e., \$250 from individuals or \$100 from organizations or corporations. Commissioner DeVane expressed her preference of restricting contributions by anyone other than Winter Park registered voters and to impose a maximum contribution of \$100, and limiting the amount of money a candidate could contribute to their own campaign. She commented about being uncomfortable with accepting contributions from Winter Park employees. Mr. Greenstein responded that City employees would be part of the Ethics code they are drafting.

Commissioner Metcalf recommended a \$250 contribution per individual and \$100 per corporation. Mayor Strong asked Attorney Cheek if this was an action that needed to be taken via an ordinance or a charter amendment. Attorney Cheek stated there may be some question as to whether some of these issues are constitutional or not. He stated he has looked at the law regarding this and has asked State Attorney Lawson Lamar to provide their research.

Marc Hagle, 1220 Park Avenue North, stated there are three individuals (including him) interested in running for seat four. He commented if the Commissioners were interested in passing something and were concerned about the legalities of it, he was sure that he, Kit Pepper and Mark Van Valkenburgh would agree to abide by its rules and to waive any challenge they might have.

Kit Pepper, 2225 Howard Drive, agreed to accept the maximum contribution of \$250 and would not accept contributions from corporations or partnerships. She stated this needs to be the focus of their discussion and should be addressed.

Joe Terranova, 700 Melrose Avenue, praised the Ethics Committee for their work. He addressed a problem with corporations and the way they are set up and possibly dealing with one person who controls several corporations who could possibly donate one check from each corporation. Mr. Terranova addressed setting the individual amount at \$250 and focus on eliminating organizations.

Mark Van Valkenburgh, 319 Raintree Court, had no objections to limiting contributions to \$250. He suggested that the Commission limit campaign contributions and look at conflicts of interest.

Carolyn Cooper, 1047 McKean Circle, spoke about the need to accept contributions only from individuals and not companies, agreed with a \$100 contribution limit, and to only allow contributions from property owners within our zip codes. She recommended this be handled by ordinance and to require a super majority vote to overturn it.

Mayor Strong suggested a \$250 limit for any purpose, and that any payment to a Commissioner delivered 6 months prior to the commencement of their term of office will require the Commissioner to announce a conflict of interest and not be allowed to vote on the donor's issue. He explained that there should be no contributions from anything other than a human being; no PAC's, partnerships, corporations or LLC's. Mayor Strong addressed this as a starting point that gives the current candidates and others what they need to plan for this upcoming election. Attorney Cheek stated they need to consider language of when this will become effective or grandfathered. He explained they cannot adopt this during the meeting because it needs to be advertised as an ordinance and then follow the normal procedure.

Mayor Strong asked Attorney Cheek to prepare an ordinance for their consideration. Commissioner DeVane asked that they be two separate ordinances; one specifically about campaign contributions and the other dealing with prior pecuniary benefits. Commissioner Eckbert stated he would like to hear the thoughts of the Ethics Task Force on some of the issues they have discussed concerning corporations, creating a maximum on campaign expenditures, and creating a maximum on contributions to one's own campaign. He commented as they move toward an ordinance, they can include the critical elements that might be more comprehensive. Mayor Strong stated he would personally like to see a small step towards reform or specific criteria for campaign financing. He stated maybe they can do this for the forthcoming election.

Martha McHenry, 530 Clarendon Avenue, believed contributions should be made by Winter Park residents only.

c) Brookshire New School Alternatives Committee final report.

Commissioner Metcalf declared that he has worked with the school boards in the past which dealt with Minority Business Enterprise and was paid by the school board for that purpose. He stated on many occasions he has voted on school issues in Winter Park and wants it to be apparent that he has worked with the school board before but, it will not affect his vote about this school or any other school directed at the City of Winter Park.

Kit Pepper, 2225 Howard Drive, provided a presentation on behalf of the Brookshire New Schools Alternatives Committee that was appointed to review and recommend options for Brookshire Elementary School. She spoke about their committee meetings and their primary objective to determine if they could bring an improved facility prior to the 2011 school year. She summarized the other issues they considered: renovation versus a new school (they determined they need a new school); the advantages of a new school; site alternatives and advantages; their recommendations to upgrade soon and address parking, green space and traffic if the school is rebuilt rather than renovated; and changes to the park and school sites that would benefit the neighborhood and the City.

She explained the committee was provided four options by ZHA, Inc. (consultants) for a site "swap." She stated the park was approximately 58 acres and the school property was 10.4 acres. The committee recommended option 2, the northeast site, as the best location for a new school facility because it allows for shared parking for the school and Showalter field events; the

Aloma access removes buses and traffic from the neighborhood; and can access the school and Showalter Field from either the north (Aloma) or the neighborhood, but not allow cut-through traffic.

Ms. Pepper stated that City funds were not being looked at and they felt they could narrow that gap through some of the economies created by shared-use facilities. She spoke about the committee recommending that the vacated school property be acquired by the City in exchange for providing a school site on City property. She summarized other recommendations made by the committee to include relocating the school, moving a section of the road, and closing the funding gap for paying for the new school. She explained that the committee recommended possibly creating 11-22 lots along the south and west sides of the vacated Brookshire property and that the revenue generated by the sale of these lots could create some of the gap funding needed to build the new school.

Ms. Pepper asked the Commission to validate their proposal and to assign the appropriate technical expertise to explore if this is feasible. Commissioner DeVane suggested they continue with ZHA since they helped with the original four sites and they have been working with the committee and jointly with the school board. Mayor Strong asked Planning Director Jeff Briggs if he was comfortable with ZHA doing the planning for this project. Mr. Briggs stated they were the best and agreed with retaining ZHA. Mayor Strong requested Mr. Briggs request a proposal from ZHA on this project so they can move forward.

d) Proposed Orange County Community Center at Cady Way Park.

Parks Director John Holland addressed the Orange County proposal to build a Community Center in Cady Way Park. He explained that staff met with Orange County Parks and County Commissioner Segal regarding the placement of the proposed 28,000 square foot facility. He stated this would include a gymnasium, meeting and classroom space, restrooms, trail maintenance facility and parking for 100 vehicles. Mr. Holland explained that this was an opportunity to incorporate Brookshire Elementary in with the Community Center and the Community Center with the park and pool. He spoke about Orange County asking for a land lease of five acres and in doing so they will make it work with the two possible entries from the north along St. Andrews or Balfour Avenue.

There was a consensus to move forward and to continue the planning and discussion with Orange County regarding the placement of the proposed Community Center in Cady Way Park.

e) Comprehensive Plan implementation.

Mayor Strong requested they table this item. Commissioner DeVane agreed. Commissioners Eckbert and Metcalf disagreed.

Mr. Briggs briefly explained the discussion from the last City Commission meeting regarding the activities that would occur between transmittal and adoption of the plan in April 2007. He spoke about the Canin & Associates proposal for continuing the community visioning and consensus building process related to the Central Business District. He commented about their \$225,000 proposal being expensive and that the City does not have money budgeted for this project.

Mr. Briggs explained the need for an RFQ (for qualifications) and a RFP (for proposals) and to see what other firms will do and then choose the best candidate. He spoke about the work their department has between now and April and that assistance from a consultant on design guidelines would be helpful but staff would like to organize a RFP/RFQ for this project after the

Comprehensive Plan is adopted. Mayor Strong asked for clarification of the staff recommendation not to take action on the Canin & Associates proposal at this time and to prepare a RFP/RFQ. Mr. Briggs concurred, with the recognition that the work will begin in late spring to summer.

Motion made by Commissioner Metcalf to table this item and to discuss it after the Strategic Planning Session in January, seconded by Commissioner DeVane. The motion carried with a 3-1 vote with Mayor Strong and Commissioners Metcalf and DeVane voting yes and Commissioner Eckbert voting no. Commissioner Storer was absent.

- f) Billboard agreement with Charles Clayton and Clear Channel at 611 N. Wymore Road.

Motion made by Commissioner Metcalf to approve the billboard agreement, seconded by Commissioner DeVane. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

A recess was taken from 7:04 – 7:27 p.m.

PUBLIC HEARINGS:

- a) ORDINANCE NO. 2692-06: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA RELATING TO ABANDONMENT OF THE WEST 10 FEET OF A 15 FOOT UTILITY EASEMENT REDUCING THE UTILITY EASEMENT TO 5 FEET; ABANDONING THAT PORTION OF THE 15 FOOT PLATTED UTILITY EASEMENT ON LOT 2 AS RECORDED IN PLAT BOOK 8, PAGE 76, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS LYING WITHIN ANCHORAGE ESTATES, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Cheek read the ordinance by title. No public comments were made.

Motion made by Commissioner Eckbert to adopt the ordinance; seconded by Commissioner DeVane. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

- b) ORDINANCE NO. 2691-06: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO REPEAL 58-90 "PLANNED DEVELOPMENT (PD) OVERLAY" AND AMENDING SECTION 58-86 "CONDITIONAL USES" TO PROVIDE THE CITY COMMISSION VARIANCE AUTHORITY FOR SETBACKS AND LOT COVERAGE AND LIMITED BUILDING HEIGHT, PROVIDING FOR APPLICABILITY, PROVIDING AN EFFECTIVE DATE. Second Reading

Attorney Cheek read the ordinance by title.

Joe Terranova, 400 Melrose Avenue, spoke in favor of repealing the ordinance.

Carolyn Cooper, 1047 McKean Circle, spoke in favor of repealing the ordinance. She asked not to include building setbacks and lot coverage in the conditional uses clause. She addressed the

need for a Planned Development Overlay for the commercial properties, shared her concerns about the moratorium coming to an end, and asked not to move building setbacks and allow them to be made and adjusted without a super majority vote of the Commission.

Beth Dillaha, 1801 Forrest Road, asked to review the language in the ordinance concerning conditional use. She stated she would like to see a super majority required.

Patricia Greenstein, 2348 Summerfield Road, asked to repeal the current ordinance and to write a new one.

Commissioner DeVane asked when the new PD Overlay ordinance would be presented. Mr. Briggs stated after the adoption of the Comprehensive Plan. Mr. Briggs responded to Commission questions.

Motion made by Commissioner DeVane to adopt the ordinance with the condition that discussion goes back to P&Z about the super majority. Commissioner Metcalf amended the motion to leave out the last portion regarding the super majority. He stated he wanted this repealed and to move on.

Motion made by Commissioner DeVane to adopt the ordinance, seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

- c) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA RELATING TO ABANDONMENT OF A RIGHT-OF WAY; ABANDONING THAT PORTION OF VIA PALERMO ROAD EXTENDING APPROXIMATELY 282 FEET SOUTH FROM THE NORTH LINE OF LOT 1A OF SICILIAN SHORES, PLAT BOOK O, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN; RETAINING UTILITY RIGHTS; PROVIDING AN EFFECTIVE DATE. First Reading

Terry Hotard, Utilities Department, explained that the property owner at 2070 Via Tuscany, requested that the City vacate and abandon the unused portion of the northern part of the Via Palermo right-of-way. He stated the staff recommendation was to comply and to grant the request of the adjoining property owner with retaining utility rights. He addressed receiving letters from other property owners asking to have the roadway vacated. He commented that letters were sent out to residents within 500' and there were no objections. Mr. Hotard answered questions posed by the Commission.

Attorney James Johnston, 301 East Pine Street, Orlando, representing the requestor, spoke in support of the vacation. He stated there will be a utility easement reserved for the utilities located there and this will be beneficial to the City because it will be cleaned up and improved.

Robert Klinger, 845 Via Lombardy, expressed concerns because of the property being used extensively by pedestrians and bikes. He stated without this property pedestrians will have to go onto Via Tuscany which is a busy road. He had no objection to the abandonment of most of the right-of-way but believed it to be the best interest of the City to maintain a 6' right-of-way for a pedestrian walkway/bikeway through this area.

Mick Night, 1930 Via Venetia, spoke in favor of the vacation because of the improvements that will be made to the property; it will be landscaped and maintained and the City will have the utilities they need.

Attorney Johnston spoke about developing a pathway through that area and not abandoning the entire street. He addressed maintaining the right-of-way for the pedestrians and children to use and commented that the governing body of the Winter Park Racquet Club was in favor of the vacation.

Commissioner DeVane spoke against vacating the property and mistakes made in the past with the giving up rights-of-way. She commented she would like to pursue developing a pathway through there and maintain it, but that she would vote against a vacation.

Commissioner Metcalf spoke about the property having a public use and the importance of the property for green space in the future. He liked the idea that this area is improved and maintained to allow more access to biking and walking. He was not in favor of giving up the road right-of-way.

Commissioner Eckbert addressed the access to the racquet club being safe. He spoke in support of finding a solution since the road is private at the end and the racquet club is in favor of it. Mayor Strong agreed with Commissioner Eckbert because of it being a right-of-way that only goes to the racquet club. He suggested the property owners work out a compromise where there is a pedestrian right-of-way and to arrive at an agreement the Commission can agree with.

Attorney Johnston asked that this be pushed back until the next meeting. Commissioner Eckbert asked the racquet club to provide input then. Attorney Johnston concurred.

Mr. Klinger explained that the racquet club was in favor of abandoning a portion of this and by gaining more of the property, it works in favor of the racquet club. He stated that maintaining the path has not been presented to the racquet club and that he was in favor of improving the property.

Motion made by Mayor Strong to table this item, seconded by Commissioner Eckbert. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

Commissioner Eckbert stated that he was concerned that there are other public right-of-ways throughout the City being utilized that do not appear to be safe and are possible liabilities for the City. Mayor Strong agreed with Commissioner Eckbert.

- d) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE VI, "SUBDIVISION REGULATIONS" SO AS TO REQUIRE THE AFFIRMATIVE VOTE OF FOUR MEMBERS OF THE CITY COMMISSION FOR APPROVAL OF SUBDIVISIONS AND LOT SPLTS. First Reading

Planning Director Jeff Briggs explained the intent of the ordinance and the notification they provided. Mr. Briggs responded to Commission questions and concerns.

Marc Hagle, 1220 Park Avenue N., spoke in favor of adopting the ordinance. He stated he brought this before the Commission previously for adoption.

Peter Weldon, 700 Via Lombardy, prepared a letter to be included into record as part of the minutes. He provided a copy to the Commission and read the letter. The letter is attached at the end of the minutes.

Commissioner Metcalf stated he was not in favor of super majorities. Commissioner Eckbert commented that he would not support the ordinance. Commissioner DeVane spoke in support of the ordinance and about losing the diversity in the community and was concerned about what is happening in Winter Park. She stated she would like to see us do more to promote what has been Winter Park's charm and character. Mayor Strong supported the ordinance and expressed his concerns about Winter Park as a whole.

Motion made by Commissioner Eckbert to table this item until there is a full Commission present for consideration of the issue, seconded by Commissioner Metcalf.

Motion made by Commissioner Metcalf to reject the proposal, seconded by Commissioner Eckbert. Upon a roll call vote, Commissioners Eckbert and Metcalf voted yes; and Mayor Strong and Commissioner DeVane voted no. The motion failed with a 2-2 vote. Commissioner Storer was absent.

Mr. Briggs stated this will be rescheduled for the next meeting when there is a full Commission present. Mayor Strong stated this needed to be re-advertised and the Commission will hear this matter again. Mr. Briggs concurred.

- e) Request of Wilford Woodruff Academy: CU-to operate a private school for a maximum of 50 students in grades K-12 from the existing buildings of the Winter Park Christian Church at 760 N. Lakemont Avenue.

Planning Director Jeff Briggs explained they are leasing space at Winter Park Christian Church and the property is a six acre parcel. He stated they are operating a small private school that has four classrooms in the fellowship hall and would like to increase their enrollment from 24 to 50 students. Mr. Briggs stated that due to the property size, traffic would be minimal and there were no negative impacts concerning the parking and pick-up/drop-off.

Brent Holiday, 820 Eastgate Trail, Longwood, provided a power point presentation on behalf of Wilford Woodruff Academy. He summarized the makeup of their school, their educational philosophy, why their request should be approved, the layout of the property, and the number of vehicles that would utilize the property. He stated that 49 residents supported the school.

Erich Scherer, 800 N. Lakemont Avenue, property owner abutting the church property, spoke against the request use because of the noise associated with increased traffic and vehicles that will affect his lifestyle.

June Sullivan, 308 East Hillcrest Street, Altamonte Springs, founder of the academy, explained the minimal traffic is because the high school students are driven by their parents. She stated they are a reform program and are very careful about the behavior of the students.

Motion made by Commissioner Metcalf to approve the conditional use request, seconded by Commissioner Eckbert. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

- f) Subdivision request of Holloway Custom Homes to allow the property at 1660 Pine Avenue to be divided into two lots.

Planning Director Jeff Briggs explained the 150' wide lot zoned R-1A and their request to divide the property into two 75' lots. He addressed the standard for the neighborhood and that both lots have 9,750 square feet of land and meet the requirements of the R-1A zoning rules of width and land area. He stated it does not meet the comprehensive plan test and was not comparable to the average. He explained P&Z's recommendation for denial because the lot does not meet the comprehensive plan test. Mr. Briggs responded to Commission questions.

Applicant Gordon Cantley stated the best option is to have the lot split. He explained that their neighbors submitted letters in support and asked for approval to split the lot.

Motion made by Commissioner Eckbert to approve the lot split, seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

- g) Subdivision request of the Estate of Sarah Galloway to allow the property at 860 Via Lugano to be divided into three lakefront lots.

Planning Director Jeff Briggs explained the subdivision request to divide the property at 860 Via Lugano into three single family lots and the property being zoned R-1AAA. Mr. Briggs stated the Commission referred this request back to the Planning and Zoning Commission (P&Z) on July 10, 2006. He stated the applicant at that meeting suggested adjusting the lot sizes to make them more comparable and to be close to an acre in size. Mr. Briggs mentioned the direction of the Commission that the applicant bring a surveyor on Lot # 3 (western lot with the stand of live oaks) to establish the possible buildable area of that lot if approved. He explained the lots will be 48,326 square feet, 42,388 square feet, and 41,053 square feet in size with frontages on the street and lake of 125' or greater. He addressed the P&Z's unanimous recommendation to split the property into two lots, not three. Mr. Briggs stated the P&Z recommended if the Commission approves the three lots, they should approve it with a restriction incorporated in the deed that there is an easement for (lot #3) to preserve the live oaks to the drip-line. He stated the applicant is in concurrence with this recommendation and they are willing to accept an approval with that restriction placed upon the deed for this lot. Mr. Briggs responded to Commission questions.

Attorney Frank Hamner, representing the applicant, spoke about the history of this project. He stated that Via Lugano is 3.30 acres in size and they were asking to divide the property into three lots to enable the possibility of a sale. He addressed meeting the zoning tests and the comprehensive plan test, the lots conform to the neighboring lots and there were no variances requested. He explained that the trees will be protected and they are agreeing to the deed restriction that the City has requested if the three lots are approved. Mr. Hamner stated they have gone above and beyond what the City has asked them to do and they have worked with City staff to reach the best possible solution for the lot arrangement. Mr. Hamner answered questions.

Mayor Strong asked him to explain the mission/purpose of the foundation. Mr. Hamner stated it was a charitable foundation and their main focus was to give back to the Winter Park

community. He explained that Ms. Galloway established the trustees to handle her estate and gave them direction to maximize the value of the foundation for charitable purposes.

Peter Weldon, 700 Via Lombardy, spoke in favor of the subdivision request. He spoke about the rights of property owners and the movement to restrict development that has become one sided and the importance to recognize the multiple interests at stake in development matters. He asked the Commission to support the request because it is in keeping with the laws that we have and is consistent with the neighborhood.

Will Graves (non-resident), 3048-D George Mason Avenue, spoke about the need to preserve the character of the City.

Marc Hagle, 1220 Park Avenue N., opposed the subdivision of the property into three lots. He compared this lot to other estate lots in the area and explained the importance of keeping these lots preserved for the character of the City.

Curtis McWilliams, 970 Via Lugano, opposed the subdivision of the property into three lots; but agreed to two lots.

Carolyn Cooper, 1047 McKean Circle, addressed the importance to preserve the estate lots in the City.

Commissioner DeVane spoke about her concerns with splitting the property into three lots. She expressed concerns with eroding the lake front as has been done over past years and addressed her belief of the difficulty for a third lot in the middle.

Motion made by Commissioner DeVane to deny the request, seconded by Mayor Strong for discussion.

Commissioner Eckbert addressed the request passing the zoning and comprehensive tests and that he would not vote for the motion. Commissioner Metcalf spoke about the consistency he tries to apply to these types of requests; their compliance with the rules, averages, and surrounding neighborhood; and that he would vote in favor of the three lots.

Mayor Strong addressed a potential conflict of interest for him because his mother owns an estate lot. He commented he could not vote for approval because he perceived this as a unique asset in Winter Park that would be changed dramatically. He supported Commissioner DeVane's motion and stated that this will come back before the Commission when there is a full Commission present.

Upon a roll call vote, Mayor Strong and Commissioner DeVane voted yes; Commissioners Eckbert & Metcalf voted no. The motion failed with a 2-2 vote. Commissioner Storer was absent.

h) Commuter rail ordinances:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR A REFERENDUM BY THE ELECTORS OF THE CITY OF WINTER PARK FOR APPROVAL OR REJECTION OF THE EXPENDITURE OF PUBLIC FUNDS ON A COMMUTER RAIL STATION ON PROPERTY NOT OWNED BY THE CITY; PROVIDING AN EFFECTIVE DATE. First Reading

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR A REFERENDUM BY THE ELECTORS OF THE CITY OF WINTER PARK FOR APPROVAL OR REJECTION OF THE CONSTRUCTION OF OR OTHER CREATION OF A COMMUTER RAIL STATION WITHIN THE AREA OF CENTRAL PARK; PROVIDING AN EFFECTIVE DATE. First Reading

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR A REFERENDUM BY THE ELECTORS OF THE CITY OF WINTER PARK FOR APPROVAL OR REJECTION OF THE CONSTRUCTION OF OR OTHER CREATION OF A COMMUTER RAIL STATION WITHIN THE AREA OF CENTRAL PARK OR IN THE CENTRAL BUSINESS DISTRICT; PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Cheek read all three ordinances by title and answered questions of the Commission.

Deirdre MacNab, 1860 Summerland Avenue, League of Women Voters of Orange County, spoke in favor of commuter rail for the region. She explained that the task force has met repeatedly with a number of experts; they have surveyed local businesses, examined data from around the country and asked countless questions. She urged the Commission to stay the course and make a decision after they receive the recommendation from the task force and then make a decision on a timely basis that will enable them to negotiate from a position of strength with Orange County.

Will Graves (non-resident), 3048D George Mason Avenue, spoke against a stop in Winter Park.

Lennon Moore, 1321 Magnolia Avenue, spoke about concerns that the ordinances are on the agenda without the final report of the task force.

Sally Flynn, 1400 Highland Road, stated they want the voters to have the right to vote on commuter rail and they want the third ordinance to be adopted.

Carolyn Cooper, 1047 McKean Avenue, asked that the citizens be allowed to vote and spoke about commuter rail not being the right thing for Winter Park.

Margie Wagner, 4094 Oak Street, Orlando, stated it was her understanding that the task force was originally formed to gather facts instead of making recommendations. She stated she was uncertain if the board consisted of a cross section of the public. She asked that the public have the opportunity to vote on this issue.

Rick Frazee, 1921 Englewood Road, asked the Commission to vote for ordinance #1. He stated the citizens deserve a referendum. He suggested that the Orange County Commission vote to pay 100% of the cost of having a station in Winter Park if they hope to receive a positive vote.

Mayor Strong stated we are not here to determine whether or not the City wants commuter rail. He spoke about the task force not completing their job and the need to respond to Orange

County's timeframe. He explained the only way they can do this within the set timeframe is by having this matter come before the voters on February 13th (special referendum) assuming that the citizens initiative becomes valid.

Commissioner DeVane emphasized the citizen's initiative that is going to require a referendum that has to happen independent of whenever they receive a report from the task force. She stated that this is not a reflection on anything the task force has done or anything the Commission is doing, but is a separate issue. She spoke about the citizen's initiative and the challenge of how to manage that, move forward in a timely manner and receive their report at the same time.

Motion made by Commissioner DeVane to approve the first and the third ordinance, seconded by Mayor Strong for discussion.

Commissioner DeVane stated this has nothing to do with her position on commuter rail. She expressed the need to streamline this when they vote as a community and to receive a timely request that will satisfy the timeframe of Orange County.

Commissioner Eckbert stated it may be the right thing to have a referendum but the entire process of having a commuter rail task force is undermined by voting to have a referendum. He stated that he appreciates Mr. Stanley Wilson's memo, his request was that if the referendum is considered then it should be after the citizens have been informed about the findings and recommendations of the commuter rail task force. Mayor Strong stated he was ok with that decision, but he explained that if they wait for the task force the timing will be difficult for them to respond to Orange County's timeframe.

Commissioner Metcalf addressed the task force working diligently to provide the Commission with the necessary answers and to have all the information and a recommendation from them. He explained these are residents having the best interest of Winter Park as a priority and he was not prepared to vote for a referendum until the task force gave their recommendation.

Mayor Strong agreed with that decision but explained if they wait for the task force that would be an issue and it may preclude them from participating in commuter rail if there is a citizen's initiative. He stated if there is a valid citizen's initiative, there will be a referendum on whether or not to pass these ordinances as early as February 13, 2007. Attorney Cheek concurred with Mayor Strong.

Commissioner DeVane believed they would receive the report from the task force in January 2007, supporting they move forward with commuter rail and it would specify the pros and cons. She stated that she was concerned that if they do not move forward and vote on this then they will not be able make the decision for Orange County during their requested timeframe. Commissioner DeVane stated she agreed with Mayor Strong. Commissioner DeVane withdrew her motion.

Motion made by Commissioner Eckbert to consider the referendum after the citizens have been informed of the findings and recommendations of the commuter rail task force, seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 4-0 vote. Commissioner Storer was absent.

NEW BUSINESS (PUBLIC):

No new business.

NEW BUSINESS (CITY COMMISSION):

No new business.

The meeting adjourned at 10:34 p.m.

Mayor David C. Strong

ATTEST:

City Clerk Cynthia Bonham

**Peter Weldon
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Winter Park, Florida 32789**

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December 11, 2006

Subject: Super Majority Vote of City Council Required for Subdivision of Residential Lots.

Dear Members of the City Commission of Winter Park,

I respectfully request that a copy of this letter be included in the public minutes of this meeting.

I fully understand and support the importance of trees and green space as one of the characteristics that define our city. I respect the fact that Marc Hagle has invested both his money and his time in supporting the City Tree Fund.

I object to the proposed ordinance requiring an affirmative vote of 4 of 5 City Commissioners to approve subdivisions and lot splits. I ask you reject this proposed ordinance for the following reasons.

1. The City of Winter Park has historically respected private property rights and permitted subdivisions and lot splits where such actions are (1) consistent with zoning and comprehensive plan standards and (2) acceptable to the property owners in the effected neighborhood.
2. The intent of Marc Hagle's proposed ordinance is to prevent all future residential subdivisions and lot splits, therefore denying current property owners any reasonable opportunity to make the best use of their property under zoning and comprehensive plan standards. More specifically, Marc Hagle has put this proposal forward as part of an effort to deny a specific subdivision, that of the Galloway property into three 40,000 square foot lots. Approving material changes to City ordinances in support of personal preferences such as in this case establishes a dangerous precedent; one where any determined resident can impose their personal values to restrict the property rights of every Winter Park resident.
3. Marc Hagle's proposal argues that subdivisions and lot splits reduce greenbelt areas. This would only be true in limited particular cases where an existing home on a property to be split has a Floor Area Ratio less than that of new homes built after subdivision.
4. The claimed environment benefits of any available greenbelt expansion resulting from denial of any particular subdivision or lot split request is likely to be immaterial, and is unknown and unmeasured. Adopting supermajority voting and other rules that grant the City virtual control over private residential development for no measurable benefit is clearly not in the interest of Winter Park taxpayers.
5. Marc Hagle's proposal states that subdivision of residential lots results in "downgrading of the neighborhoods". There is no principal in our legal system that encourages or permits the limitation of property rights based on such individual value judgments. For example, I happen to believe that my neighborhood would be "upgraded" by splitting the Galloway property into four 30,000 square foot lots so that resulting homes would be more in scale

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with the rest of the neighborhood. The point is that such value judgments (mine or Mr. Hagle's) have no place in the making of law.

6. Marc Hagle's proposal argues that a supermajority rule would minimize the political considerations in approving subdivisions and lot splits. Certainly, this personal effort to restrict the rights of all Winter Park property owners reveals the true political considerations at hand.

Most generally stated, this supermajority proposal should be rejected because it restricts private property rights in exchange for ill-defined subjective benefits supported only by personal value judgments. A higher standard should apply when seeking to amend laws that affect the balance of private and public interest.

Yours Truly,

A handwritten signature in dark ink, appearing to read 'Peter J. Weldon', with a long, sweeping horizontal line extending to the right.

Peter J. Weldon

**CITY OF WINTER PARK
CITY COMMISSION SPECIAL MEETING MINUTES
DECEMBER 18, 2006**

The meeting of the Winter Park City Commission was called to order by Mayor David Strong at 4:55 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:

Mayor David Strong
Commissioner Douglas Metcalf
Commissioner Barbara DeVane
Commissioner John Eckbert
Commissioner Douglas Storer

Also present:

City Manager James Williams
City Clerk Cynthia Bonham

PUBLIC HEARING:

A CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE USE OF ANY LANDS OWNED OR CONTROLLED BY THE CITY IN CENTRAL PARK OR THE CENTRAL BUSINESS DISTRICT OF WINTER PARK FOR THE CONSTRUCTION, RENOVATION, OR OPERATION OF A COMMUTER RAIL STATION; PROVIDING A DEFINITION OF THE TERM "CENTRAL BUSINESS DISTRICT" AND PHRASE "OWNED OR CONTROLLED;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE. First Reading

A CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REGARDING THE APPROPRIATION OR EXPENDITURE OF CITY FUNDS ON A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK; SPECIFICALLY REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE APPROPRIATION OR EXPENDITURE OF ANY CITY FUNDS FOR PURPOSES OF DESIGNING, PERMITTING, CONSTRUCTING, RENOVATING, MAINTAINING, OPERATING, OR SUPPORTING ANY STRUCTURE OR BUILDING FOR USE AS A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK; PROVIDING FOR A DEFINITION OF THE TERM "CITY FUNDS;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE. First Reading

Attorney Cheek read both ordinances by title. He explained where this issue was procedurally and that the Orange County Supervisor of Elections provided certifications of the sufficient number of signatures on the two petitions. He stated this triggers the City's citizen initiative procedure under the Charter and read the portion of the Charter related to the procedure. He spoke about the ordinances that he previously prepared and the ordinances before them that the citizen's initiative committee circulated. He explained the initiative process once the sufficient number of signatures was obtained. He stated the Commission can choose to adopt these ordinances which would avoid the necessity of holding a referendum to determine whether or not these ordinances are placed into the code. He stated if the Commission adopts the ordinances, this would stop the process and these ordinances would be placed into the code and if the circumstances arise regarding placing a commuter rail station in the park or using City funds, then there would be a referendum regarding those issues. He further explained if the Commission does not adopt these ordinances, they are placed on the ballot and there is a referendum to determine whether these ordinances become part of the code which could cause

a sequence of referendums. City Clerk Bonham explained the timing for this to be placed on the ballot for both the February and March elections. The City Attorney clarified that if the Commission passes the ordinances as presented by January 16, these ordinances would not go on the ballot but a commuter rail referendum could go on the ballot.

Commissioner Eckbert questioned Attorney Cheek regarding certain possible scenarios concerning the task force and how these ordinances would come into play. Attorney Cheek replied. Commissioner Eckbert spoke about the challenge to make a decision about an ordinance when the City does not yet know the recommendations of the task force and what Orange County is proposing.

Mayor Strong commented about Orange County moving forward with commuter rail regardless of what Winter Park does and the question is whether or not Winter Park will have a stop. He stated there will be no stop in Winter Park if the City does not commit to paying the O&M costs. He stated he believes at this time Orange County is requiring the City to pay \$500,000+ a year for O&M starting in the year 2017 and he is assuming the commitment from the Federal government is valid which will pay to build the station. He stated his preference of a decision being made during the normal election process and that these ordinances presented this evening should be passed so the process is not delayed and then have a referendum either on February 13 or March 13.

Commissioner DeVane explained her understanding of the citizen's initiative and the ordinances before them. She spoke about the task force facts to be presented, the ordinances before them triggering a referendum if not passed, and the need for an aggressive campaign if the Commission believes it is the appropriate path to follow. She addressed her preference to shortcut the process and not to have two referendums so they do not miss the opportunity with Orange County and the FDOT.

Mayor Strong addressed the need to hold a referendum on commuter rail on February 13 because of the deadline of Orange County for a decision by the City and he did not believe that could happen without adopting the ordinances before them. There was further discussion regarding the ordinances by the petitioner's committee and what will or will not take place depending whether or not the ordinances are adopted. Attorney Cheek spoke about the Commission having the ability to move forward with a referendum whether to have a station. He stated we cannot control where the petitioners will take it from there. Mayor Strong addressed his preference of the real issue being on the ballot as to whether or not the City wants commuter rail at the earliest date to accommodate Orange County.

Commissioner Metcalf spoke against holding two referendums. He addressed the timing of a marketing effort not being possible in the time they have between the task force report and a referendum. He expressed the need for the citizens to vote on commuter rail which should be at the March 13 general election to allow the time to educate the public on the task force and Commission findings. He addressed the need to express the City's position to Orange County based on the vote of a March 13 election. He stated that the ordinances this evening need to be approved and adopted on January 16. Commissioner Eckbert spoke in support of the proposal by Commissioner Metcalf. Commissioner Metcalf stated the task force is in the process of writing the report and will vote at their meeting on January 9 and will provide the report soon thereafter which gives the Commission time to digest the report; hold public

hearings; and vote as the Commission and inform Orange County of the decision, subject to the citizen vote on March 13.

Joe Terranova, 700 Melrose Avenue, Commuter Rail Task Force member, stated they have completed their report which will be made available to the task force on January 3; they will review the report and amend it as necessary on January 9 and vote on the recommendations. He stated they have been working with the Communications Department to prepare a document to inform the public. He stated they were trying to accomplish this in time for the February Primary election but supports the change made this evening with the timing of a referendum for March 13. He stated the report will be provided to the Commission as soon as it is finalized.

Carolyn Cooper, 1047 McKean Circle, asked that the ordinances not be tabled this evening because they will not be able to meet the calendar which she asked they be walked through.

Sally Flynn, 1400 Highland Road, asked if she was correct with her understanding with the petitions meeting the requirements which means the ordinances associated with those petitions must go on the ballot. Commissioners DeVane and Eckbert replied. Attorney Cheek compared the differences in the petitioner ordinances and the ordinances as prepared by him.

Margie Wagner, 4094 Oak Street, Orlando, thanked the Commission for appointing the task force and for their hard work and the citizens for the initiative. She asked about the process now that the Commission voted at the last meeting to delay a vote on the referendum until after the task force findings.

Kit Pepper, 2221 Howard Drive, addressed her understanding of the citizen's initiatives and once it goes through, that it can only be undone by a judge. Attorney Cheek explained the language in the Charter.

Jean Cumming, Golfview Terrace, asked about the ramifications if the voters vote against commuter rail and if that vote would have to hold forever if the citizens realize in the future that they made a mistake. She asked the citizens be educated on this issue for the March election.

Richard Trismen, 1551 Laurel Road, stated that no law is permanent and the Commission can adopt an ordinance and repeal it at another meeting. He spoke about referendum results and the voters being able to repeal the vote at another referendum.

John Butler Book, Past Chairman Legislative Advisory Council, City of Maitland, and advisory counsel for Maitland to study commuter rail, spoke about the importance that voters are able to vote intelligently and that both sides of the issue is explained to the citizens. He further spoke about other issues related to commuter rail and the support thus far from other cities and Orange County.

Commissioner Eckbert asked if these ordinances can be revised and adopted at the next meeting if the changes are not significant and are passed on first reading this evening. Attorney Cheek stated the ordinances provided by the committee and by him are functionally equivalent, there are significant differences in the language, but the operation of them will be the same. He stated that changes can be made between readings that are not significant and was comfortable doing that.

Commissioner Eckbert asked the petitioners committee present if it is their intention that the Commission comes to an agreement regarding ballot language that circumvents the referendum on a referendum and ordinances on a referendum that they would want to go straight to a referendum on March 13 rather than having a referendum on the referendum. The committee members present did not know the answer. Commissioner DeVane spoke about the need to either adopt or not adopt the ordinances submitted by the committee exactly as written and if the Commission does not adopt them, it will go to public for a vote.

Commissioner Metcalf asked if there was a way for the petitioner's committee to withdraw their petitions. Attorney Cheek spoke about the five person committee for each ordinance and addressed the Charter discussing the need for a four out of five vote to withdraw the petition for consideration up to 15 days prior to the vote. Commissioner Eckbert asked that Attorney Cheek review the legality of the language as written and to address Commissioner Metcalf's concerns whether or not this is an issue that anyone should be concerned about.

Motion made by Commissioner Eckbert to accept the ordinance as written by the petitioners regarding the expenditures of funds on first reading, seconded by Commissioner DeVane. Upon a roll call vote, Mayor Strong and Commissioners Storer, Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 5-0 vote.

Motion made by Commissioner Devane to accept the ordinance on first reading requiring the citizens to address the use of any lands owned or controlled by the City in the CBD (as written by the petitioners), seconded by Commissioner Storer. Upon a roll call vote, Mayor Strong and Commissioners Eckbert, Metcalf and DeVane voted yes. The motion carried unanimously with a 5-0 vote.

Mayor Strong concluded that Ms. Howard will prepare, with the help of the task force, a mailer to the citizens. Commissioner DeVane stated it needs to include pros and cons. Ms. Howard clarified the timing of the mailing and was directed to mail it out as early as possible before the March 13 referendum. She stated she will bring the proposed mailer to the Commission for final approval on January 16.

Mayor Strong adjourned the meeting at 6:10 p.m.

Mayor David C. Strong

ATTEST:

Cynthia S. Bonham, City Clerk

CONSENT AGENDA

PURCHASING DEPARTMENT

Date: January 16, 2007

1. Approve PR130573 to HD Supply Utilities LLC, for transformers for Electric Utility stock, amount \$65,820.00 Budget: Elect. Util.
2. Approve PR 130356 to Cross Match Technologies, Inc. for Police ID system from the Federal GSA Contract # GS 35F 0199R, for law enforcement equipment and supplies. amount \$19,219.53 Budget: Forfeiture funds
3. Approve PR 130669, to Wesco Turf Supply, Inc. for a Reelmaster mower for Parks Maintenance, from the State contract #515-630-06-1, amount \$37,158.00, Budget: Vehicle Replacement fund.
4. Reject all proposals received on Request for Proposals-3-2007, Professional Dry Cleaning Services for Public Safety uniforms. Allow staff to revise the specs and re-solicit at a later date.
5. Reject all proposals received on Request for Proposals-2-2007, Tree Trimming for Electric Power Lines and General Tree Maintenance. Allow staff to revise the specs and re-solicit at a later date.

CONSENT AGENDA

PURCHASING DEPARTMENT

Date: January 8, 2007

1. Commission to approve PR130573 to HD Supply Utilities LLC, for transformers for Electric Utility stock, amount \$65,820.00 Budget: Elect. Util.

Staff Recommendation:

Approval of the above item.

This item has been discussed with/reviewed by other impacted departments as follows:

- ☐ Not necessary

PURCHASE REQUISITION NBR: 0000130573

STATUS: READY FOR BUYER PROCESS
REASON: ELECTRICAL - TRANSFORMER B

DATE: 12/14/06

REQUISITION BY: CARA ROESNER/ENCO

SHIP TO LOCATION: ELECTRIC INVENTORY

SUGGESTED VENDOR: 16382 HD SUPPLY UTILITIES LLC

DELIVER BY DATE: 6/06/07

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	100 KVA PAD, 120/240 LOAD/BREAK LOAD, GANG OPERATED UNDER OIL 100 KVA 120/240 SINGLE PHASE LOW PROFILE *PADMOUNT/UNDERGROUND*	20.00 EA	3291.0000	65820.00	CWP10100010
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REQ BY CARA/ENCO
COMMODITY: ELECTRIC UTILITY SUPPLIES
SUBCOMMOD: TRANSFORMERS ALL
INVENTORY BUILDING: EW STOCK NO: 998-101-00010

REQUISITION TOTAL: 65820.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	40600001415100 WAREHOUSE		100.00	65820.00
				65820.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

NO OTHER QUOTES ON WPE SPECS FROM WESCO, GRESCO,
ELECTRIC SUPPLY OF TAMPA, STUART IRBY, &
TRI-STATE
NO OTHER MUNICIPAL HAS AN ACTIV BID/CONTRACT IN
PLACE TO MEET WPE SPECS

DUE TO NEW CONSTRUCTION/DEMO OF EXISTING LOCATION
REQUIRING THIS SIZE XFMR, WPE HAS SEEN AN INCREASE
IN USE OF THE 100 KVA PADS FOR FY 2007. GIVEN
THE 8 + MONTH LEAD TIME FOR XFMR ORDER NEEDS TO BE
PLACED ASAP...

- CARA ROESNER, 12/14/06
<<<< HOLDING FOR AGENDA OF 1-8-07 (12-14-06 BH)



Electric utility

services

CITY OF WINTER PARK
1409 Howell Branch Road
Winter Park, Florida
32789

Operation & Maintenance Services provided by ENCO Utility Services

www.cityofwinterpark.org

TO: Bernadette Hitchins, Procurement Manager

THRU: Don McBride, Director of Electric Utility *mac*

FROM: Cara Roesner, Electric Procurement Analyst *CR*

DATE: December 14, 2006

RE: 100 KVA Pad Transformers

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Please place the PR 130573 on the next commission agenda.

The order is necessary due to the increase in new home construction in Winter Park.

CONSENT AGENDA

PURCHASING DEPARTMENT

Date: January 8, 2007

2. Commission to approve PR 130356 to Cross Match Technologies, Inc. for Police ID system from the Federal GSA Contract # GS 35F 0199R, for law enforcement equipment and supplies. amount \$19,219.53 Budget: Forfeiture funds

AGENDA 1-8-07

PURCHASE REQUISITION NBR: 0000130356

STATUS: READY FOR BUYER PROCESS
REASON: LIVE SCAN FINGERPRINTING SYSTEM

DATE: 12/04/06

REQUISITION BY: POLICE/GIL DE RUBIO

SHIP TO LOCATION: POLICE DEPT.

SUGGESTED VENDOR: CROSS MATCH TECHNOLOGIES, INC

DELIVER BY DATE: 12/30/06

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PART#925026 ID 500 BUNDLED SYSTEM FOR COUNTERTOP INCLUDES FDLE/FBI CERTIFIED SCANNER (500DPI), DL READER, POWER SUPPLY AND CABLES, PRE-CONFIGURED COMPUTER, FIREWIRE CARD, LIVE SCAN MANAGEMENT APPLICATION SOFTWARE, MANUAL, TRAINING VIDEO & CD; PART#930097 ID 500 HARDWARE & SOFTWARE EXTENDED WARRANTY/SUPPORT YEAR 1 IS INCLUDED; PART#850181-005 FDLE SUBMISSION SOFTWARE INCLUDED; PART#930000 LIVE SCAN IMPLEMENTATION/SYSTEM INSTALLATION AND TRAINING IS INCLUDED;	1.00	EA	13060.5000	13060.50	
2	PART#420093 17" FLAT PANEL LCD MONITOR	1.00	EA	315.0000	315.00	
3	PART#900195 FBI APPROVED NETWORK PRINTER WITH UNIVERSAL TRAY	1.00	EA	1080.0000	1080.00	
4	PART#900239 ID 500 STANDARD SUPPLIES KIT	1.00	EA	90.0000	90.00	
5	PART#925027X SWITCH SYSTEM PC :LAPTOP PORTABILITY	1.00	EA	540.0000	540.00	
6	DELUX CHILD ID KIT, CHILD ID SOFTWARE, CAMERA, PRINTER, TRIPOD, CASE AND SUPPLIES ITEMS 1 THRU 6 THIS PURCHASE ORDER PURCHASED PURSUANT TO GSA CONTRACT# GS 35F 0199R	1.00	EA	3850.0000	3850.00	
7	SHIPPING SAME AHIP & INVOICE ATTN: F. GIL DE RUBIO 407-599-3212 NOTE TO FILE: THIS IS A FEDERAL FORFEITURE FUNDS PURCHASE ALL PRICES AS PER QUOTE#WINT120106 12/01/06 BY SCOTT CLINTON/JENNIFER PEATTIE	1.00	EA	284.0300	284.03	

REQUISITION TOTAL: 19219.53

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	10591015216450	FIXED ASSET PURCHASES	100.00	13060.50
2	10591015215290	MACHINERY & EQUIPMENT	100.00	315.00
3	10591015216450	OPERATING EXPENSES	100.00	1080.00
4	10591015215290	EQUIPMENT UNDER \$1,000	100.00	90.00

REQUISITION BY: POLICE/GIL DE RUBIO

STATUS: READY FOR BUYER PROCESS
REASON: LIVE SCAN FINGERPRINTING SYSTEM

DATE: 12/04/06

SHIP TO LOCATION: POLICE DEPT.

SUGGESTED VENDOR: CROSS MATCH TECHNOLOGIES, INC

DELIVER BY DATE: 12/30/06

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
5	10591015215290	OPERATING EXPENSES EQUIPMENT UNDER \$1,000	100.00	540.00
6	10591015216450	FIXED ASSET PURCHASES MACHINERY & EQUIPMENT	100.00	3850.00
7	10591015214210	TRANSPORTATION POSTAGE & FREIGHT	100.00	284.03
				19219.53

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

ADD VENDOR:
CROSS MATCH TECHNOLOGIES, INC.
3960 RCA BOULEVARD SUITE 6001
PALM BEACH GARDENS, FLORIDA 33410
561-622-1650
FAX 561-622-4278
SCOTT CLINTON
<<< HOLDING FOR PRICING CORRECTION 12-13-06 BH
***** HOLDING FOR COMM APPVL 12-14-06 BH
FOR AGENDA ON 1-8-07 *****

CROSSMATCH

SALES QUOTATION

ID500 Countertop Live Scan System

Date:	Account Manager:	Phone:	561-622-2668/561-493-7324	Fax:	561-828-7717
12/1/06	Scott Clinton/Jennifer Peattie	Mobile:	561-379-5509	Email:	Scott.Clinton@crossmatch.net jennifer.peattie@crossmatch.net

QUOTE#WINT120106

Cross Match Technologies, Inc.

3960 RCA Boulevard,
Suite 6001
Palm Beach Gardens, FL 33410

Phone: 561-622-1660

Fax: 561-622-4278

Website: www.crossmatch.net

ESA Schedule 70

DS-55F-Q199R

BILL TO:

Company: Winter Park Police Department

Contact: Bernadella Hilchins-Puchasing

Address: City of Winterpark
401 South Park Ave.
Winter Park, Florida 32780

Phone: (407) 599-3374

Fax: 407 599-3526

Email: bhilchins@cityofwinterpark.org

Website:

SHIP TO:

Company:

Contact:

Address:

Phone:

Fax:

Email:

Method: Other (See Note)

(Ship to address must be a complete direct mailing address with telephone contact)

Qty	CMT Part #	Description	Unit Price	Extended
1	925028	ID 500 Uniduo System for Countertop Sol up. Includes: FDLE/FBI Certified Scanner (500dpi), DL reader, power supply and cables, pre-configured computer, firewire card, Live Scan Management Application Software, manual, training video and CD (Monitor and printer sold separately)	\$13,060.50	\$13,060.50
1	930097	ID 500 Hardware and software extended wrty/suppt year 1	Included	Included
1	850181-005	FDLE submission software	Included	Included
1	930000	Live scan implementation/system installation and training	Included	Included
1	420093	17" Flat Panel LCD monitor	\$315.00	\$315.00
1	900195	FBI approved Networked printer with universal tray	\$1,080.00	\$1,080.00
1	900239	ID 500 Standard Supplies Kit	\$90.00	\$90.00
Optional Items				
	925017-50	Steel cabinet/console	\$2,250.00	
1	925027X	Switch system PC to laptop for portability	\$540	\$540.00
	850005-052	VisTrak Pro 500 SW with Badge layout and printing. Prints badges right from fingerprint files. Badge printers sold separately	\$3,150.00	
	420077	Tabletop mini tri-pod for VisTrak	\$15.25	
	420299-10	Camera Kit for badging images with AC adapter for VisTrak	\$384.00	
	420108	Zebra P420 double sided card printer for VisTrak	\$3,762.32	
1	925050-608092	Delux Child ID kit, Child ID software, camera, printer, tripod, case & suppl. (uses scanner and PC from existing system)	\$3,850.00	\$3,850.00
	930084-12	Year two Warranty/Suppt fingerprint card printer	\$131.00	
	930101-12	VisTrak warranty support prepaid additional 12 months	\$1,350.00	
	930097-12	ID 500 warranty support prepaid additional 12 months	\$1,620.00	
			Subtotal:	\$18,935.50
			Sales Tax:	
			Shipping:	\$284.00
			Other:	
			TOTAL:	\$19,219.53

Pricing: ☐ State Specific ☒ CSA ☐ StandardSales Tax: ☐ Non Exempt ☒ Exempt
if Tax Exempt, Certificate

Payment Terms:

☒ New Customer ☐ Credit Card ☐ Wire Transfer ☐ Net Terms ☐ Current CustomerSite Survey: ☐ Complete ☐ Expected Completion:

shipping goes to \$495 if steel console is ordered

Notes:

- * Cross Match Limited Warranty is for one year depot repair only. Enhanced Warranty is recommended for 24x7 customer care, remedy for software media defect, next business day
- * Quoted system configured per attached SDA.
- * Sales tax and shipping are estimated and may vary. This quote does not include: other taxes, export fees, duties, or export charges.
- * Prices are valid for 90 days from date of quotation.
- * Payment terms are net 30, from date of invoice, with approved credit.

Quote Presented By: Scott Clinton

Date: 12/1/2006

Quote Accepted By:

Name

Title

Signature

Date

05-650 Rev 001

CONSENT AGENDA

PURCHASING DEPARTMENT

Date: January 8, 2007

3. Commission to approve PR 130669, to Wesco Turf Supply, Inc. for a Reelmaster mower for Parks Maintenance, from the State contract #515-630-06-1, amount \$37,158.00, Budget: Vehicle Replacement fund

PURCHASE REQUISITION NBR: 0000130669

REQUISITION BY: BERNIE/ FLEET

STATUS: REQUISITION APPROVAL
REASON: REPLACE UNIT 8215& 8231 FY07 FOR 6102

DATE: 12/20/06

SHIP TO LOCATION: FLEET MANAGEMENT

SUGGESTED VENDOR: 11322 WESCO TURF SUPPLY INC.

DELIVER BY DATE: 1/15/07

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPLACING 2 UNITS #8215 & 8231 WITH ONE UNIT TORO REELMASTER MDL 5510 - 35.5 HP STATE CONTRACT 515-630-06-1 WITH THE FOLLOWING 11 BLADE FAIRWAY DPA CUTTING UNIT WITH FRONT & REAR ROLLERS #03682 REAR ROLLER SCRAPER EACH #107-3280 NO PROTECTION PLAN INCLUDED COMMODITY: LAWN EQUIPMENT SUBCOMMOD: LAWN MOWERS, POWER, REEL	1.00	EA	37158.0000	37158.00	

REQUISITION TOTAL: 37158.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50232105936420	VEHICLE/EQUIP PURCHASES VEHICLES/EQUIP PURCHASES	100.00	37158.00
				37158.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PMK
segni *12/21/06*
date

**WESCO TURF SUPPLY, INC.**300 TECHNOLOGY PARK / LAKE MARY, FLORIDA 32746
(407) 333-3600 Fax (407) 333-9246

November 20, 2006

City of Winter Park
Parks & Recreation Department
1005 North New York Avenue
Winter Park, FL. 32789
Fax: 407-599-3454
Quote Number 06-942
Attn: Mr. Ed Batchelor

PR 30669

Dear Ed:

We are pleased to offer the following for your consideration:

Florida State Contract**515-630-06-1**

1	03680	Toro Reelmaster 5510 - 35.5 hp	
5	03682	11 Blade Fairway DPA Cutting Unit with Front and Rear Rollers	
5	107-3280	Rear Roller Scraper (each)	
		Price Each: \$ 37,158.00	Extended: \$ 37,158.00

Optional:

1	D339	Toro Red Iron Protection Plan, 36 Months or 3600 Hours Drivetrain Only Protection	
		Price Each: \$ 1,502.00	Extended: \$ 1,502.00

All products are subject to manufacturer's availability. Prices do not include Florida State Sales Tax and are good until May 17, 2007.

Thank you for considering Wesco Turf Supply for your equipment needs. If I can be of any further assistance, please do not hesitate to call me.

Sincerely,
WESCO TURF SUPPLY, INC.

Jerry Adams

Jerry Adams
Territory Manager

Please indicate your acceptance of this quote as an order by signing below and returning via fax to Wesco Turf Supply, Inc.

Mr. Ed Batchelor

Date

CITY OF WINTER PARK
FLEET MAINTENANCE
PO BOX 2191
WINTER PARK, FL 32790-2191

FAX TRANSMITTAL SHEET

DATE: 12/13/06TO: Bernie

FAX: _____

FROM: Jeff Parrish
Director of Fleet Maintenance
(407) 599-3564

FAX (407) 599-3605

COMMENTS: Bernie This Turn replaces 8215 + 8231 on
the replacement plan.

We do not need the optional warranty for 1502.00.

Number of pages including cover sheet _____

Total price is \$ 37,158.00.

ORDER
1-UNIT ONLY

CONSENT AGENDA

PURCHASING DEPARTMENT

Date: January 16, 2007

4. Commission to reject all proposals received on Request for Proposals-3-2007, Professional Dry Cleaning Services for Public Safety uniforms. Allow staff to revise the specs and re-solicit at a later date.



MEMORANDUM

To: JAMES WILLIAMS, CITY MANAGER
FROM: CARRIE WOODELL, PURCHASING AGENT
DATE: JANUARY 4, 2007
SUBJECT: RFP-3-2007 PROFESSIONAL DRY CLEANING SERVICES

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

PURCHASING DEPARTMENT

P 407.599.3434

F 407.599.3448

Background

Bids were solicited by means of internet, newspaper ad, vendor's list and telephone information line for the purchase of two Pipe Fusion Machines.

On December 14, 2006, three bids were received and opened for consideration.

Recommendation

Staff has reviewed the response. Due to the fact that none of the three responses we in compliance with our requirements, staff recommends that all responses be rejected. We will review our requirements and resolicit.

CONSENT AGENDA

PURCHASING DEPARTMENT

Date: January 16, 2007

5. Commission reject all proposals received on Request for Proposals-2-2007, Tree Trimming for Electric Power Lines and General Tree Maintenance. Allow staff to revise the specs and re-solicit at a later date.

Staff will revise the pricing list and make the specifications clearer as to the anticipated needs of the city.

CONSENT AGENDA

DATE: January 16, 2007

SUBJECT: Appraisal for the University Water Treatment plant Property – For Your Information

The property was appraised by Bledsoe & Ebaugh. The appraised value for the property after demolition and well abandonment is \$845,000. See attached appraisal.



MEMORANDUM

TO: JAMES WILLIAMS
FROM: DAVID ZUSI 
DATE: JULY 7, 2006
SUBJECT: UNIVERSITY BOULEVARD WTP APPRAISAL

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

Jim, based a request by the City Commission, I have had an appraisal completed for the University Water Treatment Plant, located at 3200 University Boulevard. The appraisal was performed by Bledsoe & Ebaugh and assumes that the treatment facility is demolished and the 2 production wells are properly abandoned pursuant to the requirements of the St Johns River Water Management District.

The property appraised at \$845,000. A copy of the complete appraisal is attached.



Bledsoe & Ebaugh, Inc.

Thomas W. Bledsoe, MAI
State-Certified General
Appraiser RZ 0000901

Craig A. Ebaugh, MAI
State-Certified General
Appraiser RZ 0000234

November 28, 2006

Mr. David Zusi
Water and Waste Water Utility Director
City of Winter Park
501 S. Park Avenue
Winter Park, Florida 32789

Dear Mr. Zusi:

A personal inspection and appraisal has been completed on the commercial tract of land located at 3200 University Boulevard. The objective of the appraisal was to arrive at a market value estimate of the unencumbered fee simple interest in the real estate. The value estimate was based on market conditions prevailing on November 27, 2006.

The property is located on the south side of University Boulevard just east of Semoran Boulevard in unincorporated Orange County. The property has approximately 225 feet of frontage on the south side of University Boulevard and contains a total land area of approximately 42,267 square feet. The property dimensions and land area calculation are subject to confirmation by a survey. The property is presently improved with the Winter Park Water Plant #5. The property has been valued as a vacant tract of land. The existing improvements were not considered to have any value contribution and there was no deduction made for the cost to remove the existing improvements.

It has been assumed that the property does not have any marginal soil or subsoil conditions or soil contamination. It has been assumed that the property can be developed to its maximum potential subject to the findings of a soil and engineering analysis.

The value for the property, as if vacant, has been estimated as follows:

Eight Hundred and Forty-Five Thousand Dollars
(\$845,000)

Appraisers / Consultants / Real Estate Brokers

Post Office Box 2641 • Winter Park, Florida 32790 • (407) 647-0876 • FAX: (407) 647-7564 • E-Mail: caebaugh@mpinet.net

I, The undersigned, do hereby certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct; also, that the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analysis, opinions and conclusions; also, that I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; also, that my compensation is not contingent upon the developing and reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.


I further certify that the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice and the State of Florida for state-certified appraisers; also, that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I further certify that I have made a personal inspection of the property that is the subject of this report, and no one provided significant professional assistance to the person(s) signing this report, unless so stated. As of the date of this report, I Craig A. Ebaugh, MAI, SRPA, have completed the continuing education program of the Appraisal Institute and the State of Florida Department of Professional Regulation.

Documentation of the above value estimate is set forth in the accompanying summary appraisal report. If any additional information is needed, please advise.

Respectfully Submitted,

BLEDSON & EBAUGH, INC.


Craig A. Ebaugh, MAI
State Certified General
Appraiser #0000234

CAE:bw
File No. 06-062

CONSENT AGENDA

DATE: JANUARY 16, 2007

**SUBJECT: APPROVAL OF CONTRACT WITH ZHA FOR BROOKSHIRE
AND COMMUNITY CENTER SITE PLANS.**

The City Commission directed staff to obtain a proposal to follow up the Brookshire School Task Force recommendations. That proposal from ZHA (Rick Mellin) is attached for \$25,000. ZHA has done the previous work for the City in developing alternative plans that were reviewed by the Brookshire Task Force.

This assignment will be to complete the site planning for the new Brookshire school and the proposed Orange County Community Center as well as the off-site Cady Way road issues and the potential for spin-off single family lots from the old Brookshire site. A project budget and project schedule is also part of the assignment.

STAFF RECOMMENDATION IS FOR APPROVAL



*Program Management • Concepts
• Owner Representative Services*

January 3, 2007

Lindsay Hayes
Planning and Community Development
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Re: Brookshire New School Alternative Consulting Services (revised)

Dear Lindsay:

John Ehrig and I enjoyed meeting with you Friday and thank you for giving ZHA the opportunity to further assist the City of Winter Park in advancing the planning process for the Brookshire project. This letter proposal identifies the general scope of activities necessary to advance the planning process and identify the actions that need to take place by different people and organizations to make this project a reality.

Background

On December 11, 2006, the Brookshire New School Alternatives Committee presented their Final Report to the Winter Park City Commission. The report made the following observations and recommendations:

The Brookshire Elementary School site presents unique challenges to the surrounding community.

- The school site is separated from Ward Park by a busy street and, because of DOE regulations, does not benefit from the park facilities.
- Parking for the park and school is inadequate for the mix of functions.
- Traffic in the area is congested due to cut through traffic, buses and events.
- The residential properties surrounding the school are not buffered.
- Park green spaces are visually blocked from surrounding residences by facilities.

A new school is preferable to a renovated school.

- The cost difference between renovation and replacement will need funding.
- Brain Smart-Health Wise attributes can be efficiently incorporated into a new facility.
- A new school site could address neighborhood issues (traffic, parking, visible green space, better community identity)
- A new site would allow for shared facilities.

The preferable site is the northeast corner of Ward Park where the tennis courts are located.

- Potential access from St. Andrew and Balfour
- Shared parking with the Stadium
- Residential buffer of Cady Way Trail
- Net gain of City Park space.
- Better event access to Showalter Field.

Additional funding will be required

- City funds are not a viable primary option
- Shared use economies should be leveraged
- Redevelopment of the Brookshire site could address buffering, traffic and revenue.

Proposed Services and Deliverables

Based on these observations and recommendations and a proposal by Orange County to develop a Community Center at Ward Park, the City has asked ZHA to provide a proposal to move the project planning process forward. To accomplish this, we recommend we perform the following tasks.

- Meet with the Park and Recreation Director to discuss City programming requirements.
- Meet with City staff to discuss traffic issues.
- Meet with Wade Trim, the City's Parks Master Planning consultant, to discuss park programming requirements and study recommendations.
- Meet with Orange County Staff to discuss Community Center project details (program, budget, timing, etc.).
- Meet with Orange County staff to discuss site drainage considerations.
- Meet with St. John's Water Management District staff to discuss drainage considerations.
- Meet with OCPS staff to discuss pupil assignment and transportation plans.
- Meet with OCPS staff to obtain new school floor plans and site requirements.
- Meet with church representatives to discuss access easement.
- Develop a conceptual site plan including:
 - School
 - Community center
 - Parking
 - Site access
 - Trail Head
 - Pool
 - Residential buffering
 - Brookshire redevelopment
- Develop a preliminary project budget.
- Develop a project schedule.
- Develop a recommended action plan.

- Present the plans and recommended actions to the City administrative staff and City Commission.

To accomplish these tasks, we propose to work on an hourly not-to-exceed basis with a proposed NTE fee of \$25,000. The fee includes estimated reimbursable expenses of \$2,000, which will be billed at cost. The hourly rates are based on the attached hourly rate schedule. It will take approximately three months to accomplish all of the tasks. The final deliverable will be a preliminary report incorporating a summary of all of the information obtained through the meetings, a proposed conceptual site plan, budget, schedule and action plan. This report will be presented to the City Commission at a workshop or regular Commission meeting. Based on your direction, we have begun gathering data and setting up meetings. When you get back after the 1st, we will get together to review a more detailed activity schedule.

Thank you for the opportunity to serve the City of Winter Park. We are extremely excited to be of assistance. If this proposal is acceptable, please execute below and return a copy to my office.

Sincerely:



Frederick J. Mellin Jr.
President/COO

c: Jim Williams, City Manager
Jeff Briggs, Planning and Community Development Director
John Ehrig, ZHA

Accepted and approved by:

Signature

Date

Print Name: _____

Please have an authorized representative sign above to accept this proposal, and fax to my attention at (407) 422-7413.

ZHA BILLING RATES

**City of Winter Park
Brookshire New School Alternative
Consulting Services
December 21, 2006**

ZHA HOURLY RATES

<u>Billing Classification</u>	<u>Jan-06</u>
Client Executive	\$ 218.00
Program Executive	\$ 196.00
Program Manager/Senior Design Manager	\$ 189.00
Senior Project Manager/Senior Estimator	\$ 189.00
Project Manager (Design)	\$ 142.00
Assistant Project Manager (Design)	\$ 87.00
Schedule/Controls Executive	\$ 189.00
Scheduler/Cost Estimator/Quantity Senior Manager	\$ 87.00
Budget Coordinator/Contracts Manager	\$ 99.00
Senior Architect/Engineer/Planner	\$ 145.00
Architect/Engineer/Planner	\$ 123.00
Office Architect/Engineer	\$ 94.00
Technician/Document Coordinator	\$ 58.00
Construction Manager	\$ 203.00
Construction Project Manager	\$ 99.00
Associate Construction Project Manager	\$ 84.00
Claims Specialist	\$ 160.00
Safety/Code Specialist	\$ 104.00
Senior Inspector	\$ 105.00
Inspector	\$ 84.00
Writer/Senior Graphics Specialist	\$ 148.00
Administrative Assistant	\$ 67.00
Receptionist/Clerk	\$ 58.00

Billing Rates Include:

1. Burden for direct and indirect overhead and profit.
2. All employee fringe benefits.
3. Secretarial services.

Billing Rates Exclude:

1. Normal reimbursable expenses for travel, reproduction, long-distance communications, express mail, and postage.
2. Field office overhead, office, furnishings, and equipment.

CONSENT AGENDA

DATE: January 16, 2007

SUBJECT: Permitting Mutual Aid Agreement

The City of Orlando has prepared a Permitting Mutual Aid Agreement in accordance with Chapter 252 of Florida Statutes in order to allow participating jurisdictions the option of requesting or providing assistance in the event of an emergency such as a hurricane. The Agreement does not confer any mandatory obligation to provide assistance to a requesting party, but creates the legal framework for accomplishing mutual assistance by addressing the mechanics of the process should we desire to request or provide mutual aid. Seventeen Central Florida city and county jurisdictions are listed in the Agreement as potential participants.

Recommendation: Adopt the Agreement and authorize the Mayor or City Manager to sign in behalf of the City.



CITY OF ORLANDO

September 7, 2006

RECEIVED

SEP 13 2006

City Attorney's Office

City of Winter Park

~~251 W. Plant Street~~ 329 Park Ave N, 2nd Floor

Winter Park, Florida 32787

32789

Winderweede, Haines, Ward
and Woodman, P.A.

Re: Permitting Mutual Aid Agreement

Dear Sir or Madam:

In response to this year's hurricane season, the City of Orlando is proposing that each of our fellow political subdivisions enter into the enclosed Permitting Mutual Aid Agreement in accordance with Chapter 252 of the Florida Statutes for the purpose of allowing each signatory to request or agree to render assistance to the other in the event of an emergency too extensive to be dealt with unassisted. The specific intent of this Agreement is to foster communications between Permitting personnel of the participating governments to address and resolve issues concerning Permitting in the event of an emergency.

If your governing body would like to enter into this Agreement, please execute the appropriate signature page and return the original executed signature page to the Office of Legal Affairs, City of Orlando, City Hall, 400 S. Orange Avenue, Orlando, Florida 32802-4990 at your earliest convenience.

Thank you in advance for your consideration of this matter. If you have any questions or concerns regarding the Agreement, please do not hesitate to contact me at the number below.

Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria Cecil".

Victoria Cecil, Esq.
Assistant City Attorney

Enc.

cc: Timothy Johnson, Permitting Division Manager

OFFICE OF LEGAL AFFAIRS

CITY HALL • 400 SOUTH ORANGE AVENUE • ORLANDO, FLORIDA 32801-3302
Phone 246-3474 • Fax 246-2854 • <http://www.cityoforlando.net>

**PERMITTING
MUTUAL AID AGREEMENT**

City of Altamonte Springs
City of Casselberry
City of Kissimmee
City of Maitland
City of Orlando
City of Oviedo
Reedy Creek Improvement District
City of Tampa
City of Winter Garden
City of Winter Park
Brevard County
Hillsborough County
Lake County
Orange County
Osceola County
Seminole County
Volusia County

WHEREAS, the City of Altamonte Springs, the City of Casselberry, the City of Kissimmee, the City of Maitland, the City of Orlando, the City of Oviedo, Reedy Creek Improvement District, the City of Tampa, the City of Winter Garden, the City of Winter Park, Brevard County, Hillsborough County, Lake County, Orange County, Osceola County, Seminole County and Volusia County, all organized and existing under the laws of the State of Florida, have expressed a desire to assist each other in permitting in the event of a natural disaster; and

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes political subdivisions (municipalities and counties) of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Chapter 252, Florida Statutes, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the State of Florida is geographically vulnerable to hurricanes, tornadoes, sinkhole formations, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks and other governmental facilities; and

WHEREAS, the parties to this Agreement recognize that additional manpower and services may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters or other emergency situations occur; and

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their permitting personnel and the permitting personnel of other political subdivisions of the state by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their permitting personnel to implement detailed administrative procedures to be used during emergencies;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

A. "Agreement" – the Permitting Mutual Aid Agreement. A copy of the Agreement, and any subsequent resolutions as provided in Section 8, shall be filed with the Division of Emergency Management, Florida Department of Community Affairs, Tallahassee, Florida.

B. "Requesting Party" – the political subdivision requesting aid in the event of an emergency.

C. "Assisting Party" – the political subdivision furnishing assistance to the Requesting Party.

D. "Authorized Representative" – an employee of a participating Government authorized by that government to request, offer or provide assistance under the terms of this Agreement.

E. "Emergency" – any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property.

F. "Participating Government" – any political subdivision of the State of Florida which becomes a party to this Permitting Mutual Aid Agreement.

G. "Period of Assistance" – the period of time beginning with the declaration of an emergency by the Requesting Party and ending when the Requesting Party notifies the Assisting Party that their assistance is no longer needed.

SECTION 2. PROCEDURES

When a Participating Government becomes affected by an emergency requiring mutual aid assistance, it shall request assistance as follows:

A. The Requesting party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information:

1. a general description of the emergency;
2. identification of the type of work assistance needed, degree of importance, initial instructions for implementation of work, and method of payment;

3. the amount and type of personnel and supplies needed and a reasonable estimate of the length of time they will be needed;
4. the present weather conditions and the forecast for the next twenty-four (24) hours;
5. the specific time and place for a representative of the Requesting Party to meet the personnel for the Assisting Party; and
6. the recommended route between the locations of the Requesting and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess its government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative of the Assisting Party determines that its Participating Government is capable of and willing to provide assistance, it shall so notify the Authorized Representative of the Requesting Party and provide him with reasonable estimates of the following information:

- a. a complete description of the personnel and supplies to be furnished to the Requesting Party;
- b. the length of time the personnel and supplies will be available;
- c. the areas of experience and abilities of the personnel to be furnished;
- d. the name of the person or persons to be designated as supervisory personnel; and
- e. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

C. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at any time after giving notice to that effect to the Requesting Party.

D. The Requesting Party shall have the responsibility for providing communications between the personnel of the Assisting Party and the Requesting Party.

E. Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the same powers, duties, rights, privileges and immunities, and shall receive the compensation, as if they were performing their duties for the municipality or county by whom they are employed.

F. Requests for assistance may be verbal or written. In the case of verbal requests for assistance, a written request shall be submitted by the requesting agency to the responding agency within five (5) business days. Each party is responsible for tracking requests made or received pursuant to this Agreement.

SECTION 3. ADMINISTRATION

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions.

A. **RECORD KEEPING** – The Assisting Party shall maintain records and submit itemized invoices to the Requesting Party for reimbursement. Reimbursements shall be processed and paid in accordance with the Requesting Party's related policy.

B. **PAYMENT** – The Assisting Party shall send invoices to the chief fiscal officer of the Requesting Party not later than sixty (60) days following the period of assistance; and the Requesting Party shall pay the bill not later than thirty (30) days following the billing date.

SECTION 4. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. The agency furnishing aid, pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such aid.

B. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.

SECTION 5. INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own appointees/employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other participating party and its appointees/employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law. Any party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each party shall be responsible for the acts, omissions, or conduct of its own employees.

SECTION 6. INSURANCE PROVISIONS

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 7. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect unless and until terminated by any party. Termination by one party will not effect the continuation of the agreement with respect to the remaining parties.

SECTION 8. CANCELLATION

This agreement may be canceled by any party upon delivery of written notice to the other parties. Cancellation will occur at the direction of any subscribing party.

SECTION 9. ADDITIONAL PARTIES

Any political subdivision in the State of Florida may become a Participating Government by formal action of its governing body approving this Agreement or by the actions of an Authorized Representative of the Participating Government. Such approval shall be evidenced by a resolution adopted by such governing body, to which resolution is attached a copy of this Mutual Aid Agreement. If a Participating Government becomes such by the actions of an Authorized Representative, then the resolution shall include language ratifying the actions of the Authorized Representative. A certified copy of such resolution shall be forwarded by each new Participating Government to the Permitting Managers of each existing Participating Government.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

City of Altamonte Springs, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Casselberry, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Kissimmee, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Maitland, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Orlando, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Oviedo, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Reedy Creek Improvement District

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Tampa, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Winter Garden, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

City of Winter Park, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Brevard County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Hillsborough County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Lake County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Orange County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Osceola County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Seminole County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

Volusia County, Florida

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

CITY MANAGER'S REPORT

DATE: January 16, 2007

SUBJECT: Ethics Task Force/Voluntary campaign contribution agreement

The Ethics Task Force recommends that the Commission Approve having the 2007 candidates enter into and sign an agreement pertaining to their campaign funds.

A copy of said agreement is attached.

STAFF RECOMMENDATION:

**THIS ITEM HAS BEEN DISCUSSED WITH/REVIEWED BY OTHER DEPTS. AS
FOLLOWS:**

<input type="checkbox"/> Finance	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Public Relations
<input type="checkbox"/> Fire	<input type="checkbox"/> Planning Dept.	<input type="checkbox"/> Public Works
<input type="checkbox"/> MIS	<input type="checkbox"/> Police	<input type="checkbox"/> Risk Mgmt.
<input type="checkbox"/> City Attorney		<input type="checkbox"/> Purchasing

**City of Winter Park
Ethics Task Force
401 Park Avenue South
Winter Park, FL 32789**

January 11, 2007

Dear Candidate,

The City of Winter Park Ethics Task Force is recommending that the City Commission adopted the enclosed Voluntary Campaign Contribution Limitation Agreement for the 2007 City Commission Election Cycle. This Agreement will be recommended to the Mayor and City Commissioners at the January 16, 2007, Commission meeting. Upon approval by the Mayor and City Commissioners, each candidate is requested to attend the signing ceremony on Wednesday, January 17, 2007 at 3:00 p.m. at City Hall, Room 200. Prior to the execution of the agreement, members of the Task Force will be available to answer questions. If you are not able to attend this session, please contact Anna Currie (407-599-3590) or Michelle Gervy (407-599-3245) not later than 2:00 p.m. on January 17, 2007.

Thank you for your participation in the City of Winter Park's pioneering effort to implement innovative campaign finance reform.

Sincerely,

Barry E. Greenstein
Chairman

Enclosure

**CITY OF WINTER PARK 2007 ELECTION CYCLE
VOLUNTARY CAMPAIGN CONTRIBUTION LIMITATION AGREEMENT**

I, _____, hereby voluntarily agree to abide by the following terms and conditions as set forth by the Winter Park Ethics Task Force:

1. I will not accept a contribution in excess of \$100.00 from any individual or any entity.
2. I will not contribute more than \$2,500.00 of my personal funds to my own campaign.

I understand that the Winter Park Ethics Task Force will monitor my campaign contributions and will make public any non-compliance with this voluntary agreement. This voluntary agreement will be rendered null and void if it is not executed by all City Commission candidates.

Candidate (print)

Task Force Member (print)

Candidate (signature)

Task Force Member (signature)

Date

Date



**CITY OF WINTER PARK
CITY COMMISSION SPECIAL MEETING
AGENDA
December 18, 2006
COMMISSION CHAMBER**

**Upon completion of the Carlisle
Work Session**

**1. PUBLIC HEARING TO CONSIDER TWO ORDINANCES AS SUBMITTED
BY THE COMMUTER RAIL PETITIONERS COMMITTEE:**

- ORD - A CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE USE OF ANY LANDS OWNED OR CONTROLLED BY THE CITY IN CENTRAL PARK OR THE CENTRAL BUSINESS DISTRICT OF WINTER PARK FOR THE CONSTRUCTION, RENOVATION, OR OPERATION OF A COMMUTER RAIL STATION. First Reading
- ORD - A CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REGARDING THE APPROPRIATION OR EXPENDITURE OF CITY FUNDS ON A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK; SPECIFICALLY REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE APPROPRIATION OR EXPENDITURE OF ANY CITY FUNDS FOR PURPOSES OF DESIGNING, PERMITTING, CONSTRUCTING, RENOVATING, MAINTAINING, OPERATING, OR SUPPORTING ANY STRUCTURE OR BUILDING FOR USE AS A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK. First Reading

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407 599-3277) at least 48 hours in advance of the meeting."

PUBLIC HEARING

DATE: December 18, 2006

SUBJECT: Commuter Rail Citizen Initiative Ordinances

According to Section 5.08 (attached) of the City Charter, when an initiative or referendum petition has been finally determined sufficient, the commission shall promptly consider the proposed initiative ordinance.

Attached are the certifications from the Supervisor of Elections Office for the two sets of petitions. The committee was required to obtain 1,876 valid signatures for each ordinance being proposed. Both citizen initiative petition forms have been verified by the Supervisor of Elections Office and certified to have the correct amount of valid signatures. There were a total of 1,960 qualified electors for the initiative considering the funding of a commuter rail station and a total of 1,958 qualified electors for the initiative considering use of city owned lands for a station.

To meet the requirements of the Charter, the Commission needs to consider the two ordinances as submitted to the City Clerk by the Commuter Rail Petitioners Committee. The two ordinances are attached. In order for these ordinances to be adopted, the normal Article II procedures needs to be followed that requires an affirmative vote of the majority of the city commission on at least two (2) separate days at either regular or special meetings of the commission.

The Commission will also have to hold a second hearing for the second reading of the ordinances. It is the recommendation of the City Clerk to schedule the second reading for January 16.

held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to each member of the city commission and to the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall not affect the validity of any act of the city commission. In the event any regular, special or emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

(b) *Rules and journal.* The commission shall determine its own rules and order of business. A journal shall be kept in which shall be maintained a written record of all official acts of the commission. Minutes shall be kept of all commission proceedings.

(c) *Voting.* Voting on ordinances and resolutions shall be by roll call and shall be recorded in the journal. The affirmative vote of three (3) members shall be necessary to adopt any ordinance or resolution. No other action of the commission except as provided in Section 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of a majority of a quorum present.

(d) *Quorum.* A majority of the commission shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

Sec. 2.09. City attorney

The city attorney shall be appointed and removed by the city commission.

Sec. 2.10. Prohibitions.

(a) *Interference with administration.* No individual member of the city commission shall in any manner dictate the employment or removal of an employee, but the commission and any of its members may express its views and fully and freely discuss among themselves or with the city manager or, in the case of civil service employees with the civil service board, anything pertaining to the appointment or removal of such officers and employees. No member of the city commission shall give orders to any officer or employee of the city. Nothing in the foregoing is to be construed to prohibit individual members from closely scrutinizing officers and employees of the city by questions and personal observations, nor to prohibit individual members of the commission from closely scrutinizing by questions and personal observation all aspects of city government operations so as to obtain independent information to assist the members in the formulation of sound policies to be considered by the commission. Recommendations for improvements in the city government operations shall come through the city manager, or through the civil service board, but each member of the commission is free to direct the city manager or the civil service board to implement specific recommendations for improvement in city government operations.

(b) *Holding other office.* No former elected city official shall hold any compensated appointive city office or employment until one (1) year after the expiration of the term for which elected.

Sec. 2.11. Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

(a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of a majority of the city commission on at least two (2) separate days at either regular or special meet-

ings of the commission. If there is a change in substance in the text, then the reading at the time of change will be deemed the first reading.

(b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this charter to be done by ordinance, those acts of the city commission shall be by ordinance which:

- (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
- (2) Establish a rule or regulation the violation of which carries a penalty;
- (3) Levy taxes authorized by general law;
- (4) Grant, renew or extend a franchise;
- (5) Set service or user charge for municipal services or grant administrative authority for such charges;
- (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this charter;
- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Sec. 2.12. Emergency ordinances.

To meet a public emergency affecting life, health, property or the public peace, the commission may adopt one or more emergency ordinances, but such ordinances may not levy taxes; grant, renew or extend a franchise; set service or user charges for any municipal services; or authorize the borrowing of money except as provided under the emergency appropriations provisions of Article II of this Charter.

(a) *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordi-

nance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

(b) *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least four (4) members of the commission shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

(c) *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

(d) *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed as of the sixty-first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(e) *Emergency appropriations.* The commission may make emergency appropriations in the manner provided in this section. To the extent that there are no available unappropriated revenues to meet such appropriations, the commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

Sec. 2.13. Budget adoption

The commission shall by ordinance adopt the budget in accordance with the provisions of the general laws of the state. If it fails to adopt the budget by the prescribed date, the commission by resolution may direct that amounts appropriated for current operations by the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of fifteen (15) days and renewed

mittee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commission's determination shall then be a final determination as to the sufficiency of the petition.

Sec. 5.07. Referendum petitions; effect on ordinances.

When a referendum petition is filed with the clerk or other official designated by the commission, the ordinance sought to be reconsidered shall nevertheless be deemed a valid and effective ordinance unless and until it is repealed by the commission or a vote of the electors of the city.

Sec. 5.08. Action on petitions.

(a) *Action by commission.* When an initiative or referendum petition has been finally determined sufficient, the commission shall promptly consider the proposed initiative ordinance in the manner provided in Article II, or reconsider the referred ordinance by voting its repeal. If the commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days, it shall submit the proposed or referred ordinance to the voters of the city.

(b) *Submission to voters.* The vote of the city on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from the date that the petition was determined sufficient. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available for inspection at the office of the city

clerk or other designated official not less than five (5) days prior to the election and at the polls.

(c) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the date scheduled for a vote of the city by filing with the clerk or other official designated by the commission a request for withdrawal signed by at least four-fifths ($\frac{4}{5}$) of the members of the petitioners' committee. Upon the filing of such request the petition shall have not further force or effect and all proceedings thereon shall be terminated.

Sec. 5.09. Results of election.

(a) *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the commission. However, no ordinance adopted by an electoral vote shall be repealed or amended except by an electoral vote. The commission may, by ordinance, submit to the electors a proposed ordinance to repeal or amend any such ordinance. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(b) *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE VI. TRANSITION

Sec. 6.01. Continuation of former charter provisions.

All provisions of Chapter 26317, Laws of Florida 1949, (the former charter) as amended by special law or otherwise which are not embraced herein and which are not inconsistent with this Charter shall become ordinances of the city subject to modification or repeal in the same manner as other ordinances of the city.

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.

PETITION CERTIFICATION

COUNTY OF ORANGE
STATE OF FLORIDA

DATE: December 8, 2006

I, **BILL COWLES**, Supervisor of Elections of Orange County,
Florida, do hereby certify that there was/were **1989**
signature(s) submitted on the **City of Winter Park - City**
Funding Commuter Rail Station on **December 4, 2006**
of that total, **1853** was/were qualified electors of the county.

(seal)



Supervisor of Elections

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO
Ensure the integrity of the electoral process.
Enhance public confidence
Encourage citizen participation

PETITION CERTIFICATION

COUNTY OF ORANGE
STATE OF FLORIDA

DATE: December 14, 2006

I, **BILL COWLES**, Supervisor of Elections of Orange County,
Florida, do hereby certify that there was/were **113**
signature(s) submitted on the **City of Winter Park - City**
Funding Commuter Rail Station on **December 14, 2006**
of that total, **107** was/were qualified electors of the county.

(seal)



Supervisor of Elections

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.

PETITION CERTIFICATION

COUNTY OF ORANGE
STATE OF FLORIDA

DATE: December 8, 2006

I, **BILL COWLES**, Supervisor of Elections of Orange County,
Florida, do hereby certify that there was/were **1957**
signature(s) submitted on the **City of Winter Park - Use of**
City Owned Lands in Central Park and Central Business
District for Commuter Rail Station on **December 4, 2006**
of that total, **1849** was/were qualified electors of the county.

(seal)

Supervisor of Elections

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO
Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation

PETITION CERTIFICATION

COUNTY OF ORANGE
STATE OF FLORIDA

DATE: December 14, 2006

I, **BILL COWLES**, Supervisor of Elections of Orange County,
Florida, do hereby certify that there was/were **113**
signature(s) submitted on the **City of Winter Park - Use of**
City Owned Lands in Central Park and Central Business
District for Commuter Rail Station on December 14, 2006
of that total, **109** was/were qualified electors of the county.

(seal)

Supervisor of Elections

#1

Exhibit A

ORDINANCE NO: _____

AN CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE USE OF ANY LANDS OWNED OR CONTROLLED BY THE CITY IN CENTRAL PARK OR THE CENTRAL BUSINESS DISTRICT OF WINTER PARK FOR THE CONSTRUCTION, RENOVATION, OR OPERATION OF A COMMUTER RAIL STATION; PROVIDING A DEFINITION OF THE TERM "CENTRAL BUSINESS DISTRICT" AND PHRASE "OWNED OR CONTROLLED;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, this citizen initiative ordinance is being proposed pursuant to Article V, Section 5.04 of the City Charter of Winter Park; and

WHEREAS, the purpose of this ordinance is to allow the registered electors of Winter Park the opportunity to approve or reject the use of any lands owned or controlled by the City in Central Park or the Central Business District of Winter Park for the construction, renovation, or operation of a commuter rail station; and

WHEREAS, the citizens of Winter Park desire to ensure that development and redevelopment in Winter Park will maintain the unique ambiance and character of the City by preserving the Village scale of the City; and

WHEREAS, the City of Winter Park must strive to control development and its consequences on the unique ambiance and character of the City and on acceptable levels of service that affect traffic, parking, pedestrian and building congestion, and parks; and

WHEREAS, there is a current proposal for development of a commuter rail transit system along the CSX rail corridor, which it is anticipated would run on the railroad tracks adjacent to and through Central Park; and

WHEREAS, the creation of a commuter rail station in the City of Winter Park is a matter of significant local concern for the citizens of Winter Park and could have an impact on City's unique ambiance and character and on traffic, pedestrian and building congestion, parking, and parks, as well as impact the retail and other businesses operating within the City; and

WHEREAS, prior to the use of any lands owned or controlled by the City in Central Park or the Central Business District of Winter Park for the construction, renovation, or operation of a commuter rail station, the citizens of Winter Park deem it is desirable to first hold a referendum election by which the citizens can approve or reject said use of land.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

Section 1. Use of City Owned Lands for Commuter Rail Station.

(a) Unless authorized by the electors of the City of Winter Park at a duly held referendum election, the City shall not authorize or allow to be authorized the use of any land, which is owned or controlled by the City in Central Park or in the Central Business District of Winter Park, for the construction, renovation, or operation of a commuter rail station.

(b) For purposes of this section, the term "Central Business District" shall mean a geographic area of Winter Park, Florida which is bounded on Webster Avenue on the north, Park Avenue on the east, Holt Avenue on the south, and Virginia Avenue on the west. The phrase "owned or controlled" shall refer to land that is in the possession of the City by and through fee simple deed, lease, dedication, easement, license or any other document which has conveyed an interest in land to the City.

Section 2. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 3. Incorporation Into Code. Upon adoption, this Ordinance shall be incorporated into the Winter Park City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission, without any change in substance, pursuant to Article V. Section 5.08(a) of the City of Winter Park Charter, or upon approval by majority vote of the qualified

electors of the City of Winter Park in accordance with Article V. Section 5.08(b) of the City of Winter Park Charter.

ADOPTED at a regular meeting of the City Commission of the City of Winter park, Florida, held at City Hall, Winter Park, Florida, on the _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

ALTERNATIVELY, ADOPTED at a duly held election of the qualified electors of the City of Winter Park, Florida, on the _____ day of _____, 2007, by a vote of _____ in favor of the initiative ordinance and _____ not in favor.

ATTEST TO ELECTION RESULTS:

City Clerk

#2

Exhibit A

ORDINANCE NO: _____

AN CITIZEN INITIATIVE ORDINANCE OF THE CITIZENS OF WINTER PARK, FLORIDA, REGARDING THE APPROPRIATION OR EXPENDITURE OF CITY FUNDS ON A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK; SPECIFICALLY REQUIRING APPROVAL BY THE ELECTORS OF THE CITY OF WINTER PARK BEFORE THE CITY CAN AUTHORIZE OR ALLOW TO BE AUTHORIZED THE APPROPRIATION OR EXPENDITURE OF ANY CITY FUNDS FOR PURPOSES OF DESIGNING, PERMITTING, CONSTRUCTING, RENOVATING, MAINTAINING, OPERATING, OR SUPPORTING ANY STRUCTURE OR BUILDING FOR USE AS A COMMUTER RAIL STATION WITHIN THE CITY OF WINTER PARK; PROVIDING A DEFINITION OF THE TERM "CITY FUNDS;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, this citizen initiative ordinance is being proposed pursuant to Article V, Section 5.04 of the City Charter of Winter Park; and

WHEREAS, the purpose of this ordinance is to allow the registered electors of Winter Park the opportunity to approve or reject the expenditure of any City funds on the design, permitting, and construction of a commuter rail station within the City of Winter Park; and

WHEREAS, the citizens of Winter Park desire to ensure that development and redevelopment in Winter Park will maintain the unique ambiance and character of the City by preserving the Village scale of the City; and

WHEREAS, the City of Winter Park must strive to control development and its consequences on the unique ambiance and character of the City and on acceptable levels of service that affect traffic, parking, pedestrian and building congestion, and parks; and

WHEREAS, there is a current proposal for development of a commuter rail transit system along the CSX rail corridor, which it is anticipated would run on the railroad tracks adjacent to and through Central Park; and

WHEREAS, the creation of a commuter rail station in the City of Winter Park is a matter of local concern for the citizens of Winter Park and could have an impact on City's unique ambiance

and character and on traffic, pedestrian and building congestion, parking, and parks, as well as impact the retail and other businesses operating within the City; and

WHEREAS, prior to the expenditure of City funds for the design, permitting, and construction of a commuter rail station within the City of Winter Park, the citizens of Winter Park deem it is desirable to first hold a referendum election by which the citizens can approve or reject said expenditure.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

Section 1. Appropriation or Expenditure of City Funds for Commuter Rail Station.

(a) Unless authorized by the electors of the City of Winter Park at a duly held referendum election, the City shall not authorize or allow to be authorized the appropriation or expenditure of any city funds for purposes of designing, permitting, constructing, renovating, maintaining, operating, or supporting any structure or building for use as a commuter rail station within the City of Winter Park. However, this section does not preclude city staff from evaluating or reviewing proposals for commuter rail stations, nor does it preclude the City Commission from authorizing feasibility or other studies or reports related to commuter rail stations.

(b) For purposes of this section, the term "city funds" shall be broadly construed to mean any revenues received by the City, or under the City's control and direction, whether said revenues are received directly or indirectly, through taxes, fees, assessments, grants, interlocal or funding agreements, tax increment financing, bond and other indebtedness and any other revenue source whatsoever.

Section 2. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 3. Incorporation Into Code. Upon adoption, this Ordinance shall be incorporated into the Winter Park City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the

validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission, without any change in substance, pursuant to Article V. Section 5.08(a) of the City of Winter Park Charter, or upon approval by majority vote of the qualified electors of the City of Winter Park in accordance with Article V. Section 5.08(b) of the City of Winter Park Charter.

ADOPTED at a regular meeting of the City Commission of the City of Winter park, Florida, held at City Hall, Winter Park, Florida, on the _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk

ALTERNATIVELY, ADOPTED at a duly held election of the qualified electors of the City of Winter Park, Florida, on the _____ day of _____, 2007, by a vote of _____ in favor of the initiative ordinance and _____ not in favor.

ATTEST TO ELECTION RESULTS:

City Clerk

MEMORANDUM

CITY OF WINTER PARK

TO: James S. Williams, P.E., City Manager
FROM: James E. "Trippe" Cheek, III, City Attorney
DATE: Tuesday, January 9, 2007
SUBJECT: Background information regarding citizen initiative and commuter rail referenda, ordinances

In anticipation of the second reading on January 16, 2007 of the Commuter Rail Ordinances proposed by citizen initiative committees, this memorandum is intended to summarize the procedural status of those ordinances and the potential referenda to which they relate.

The citizen initiative committees have proposed two ordinances, as permitted by Article V of the City Charter.

The first ordinance would require approval by the electors of the City of Winter Park before land owned or controlled by the City in Central Park or in the Central Business District could be used for the construction, renovation, or operation of a commuter rail station.

The second ordinance would require approval by the electors of the City of Winter Park before appropriation or expenditure of city funds for purposes of designing, permitting, constructing, renovating, maintaining, operating, or supporting any structure or building for use as a commuter rail station within the City.

As required by Section 5.08 of the City Charter, once the Supervisor of Elections and the city clerk determined that the initiative petitions were legally sufficient, the City Commission promptly considered the proposed ordinances discussed above at the City Commission meeting held December 18, 2006. Both ordinances were passed on first reading by the City Commission.

It is expected that the citizen initiative-proposed ordinances will have second reading at the City Commission meeting on Tuesday, January 16, 2007. The following are descriptions of certain scenarios which could occur, depending upon how the Commission votes on second reading.

A. City Commission adopts both citizen-initiative proposed ordinances

If the City Commission approves both ordinances on second reading, then as in the normal course of events the adopted language will become part of the City Code. The language as written requires referenda under the circumstances discussed above. It is my general understanding that Orange County is seeking a response from the City as to whether the City will agree to the location of a commuter rail station in the City and as to whether the City will agree to certain costs. Assuming that the County's questions fall within the areas of the ordinances described above, and that the City Commission desires to move forward with considering City action that requires a referendum under the ordinances, then the City Commission would need to adopt appropriate ballot language by ordinance for the referendum to be placed before the voters in a timely fashion. Based on the number of potential candidates who have picked up packets from the City Clerk as of today, it appears likely at this time that there will be a primary election on February 13, 2007, and perhaps a general election on March 13, 2007; without special meetings it should be possible to adopt language in time to place the referendum on the March election ballot.

B. City Commission rejects both citizen-initiative proposed ordinances

If the City Commission rejects both citizen-initiative proposed ordinances, then under Section 5.08(b) of the City Charter there is to be a vote of the City on the ordinances "not less than thirty (30) days and not later than sixty (60) days from the date that the petition was determined sufficient." The petitions were determined to be sufficient on December 18, 2006. The sixty days for a vote would thus require a referendum on the ordinances by February 16, 2007. This should allow the City to place these citizen-initiative proposed ordinances on the ballot at the anticipated February 13, 2007 primary election.

The citizen vote would be on whether or not to adopt the ordinances, or either of them, operating as a practical matter just as a City Commission final vote on a proposed ordinance.

If either or both ordinances are voted in by the citizen

vote, then they are treated as adopted upon certification of the election results, and in order for the City to take actions which would fall within the language of the ordinances regarding commuter rail stations on City property or use of City funds for commuter rail stations, a subsequent citizen vote would be required. Under Section 5.09(a) of the City Charter, "no ordinance adopted by an electoral vote shall be repealed or amended except by an electoral vote."

As an example: If (1) the City Commission rejects on second reading the citizen-proposed ordinance that would require a referendum before placement of a commuter rail station in the Central Business District; then (2) there would have to be a citizen vote on whether to adopt that ordinance despite its rejection by the City Commission. If (3) the ordinance were adopted by the citizen vote, and (4) the City Commission wished to "use ... any land, which is owned or controlled by the City in Central Park or in the Central Business District of Winter Park, for the construction, renovation, or operation of a commuter rail station," then (5) that desire or proposed action by the City Commission would not be authorized in the absence of an approving vote by the electors of the City.

C. City Commission adopts one citizen-initiative proposed ordinance and does not adopt the other citizen-initiative proposed ordinance

If the City Commission approves one ordinance but not the other, then the analysis in Part A above would apply to the ordinance which is approved.

The ordinance which is not approved would be treated under the analysis in Part B above.

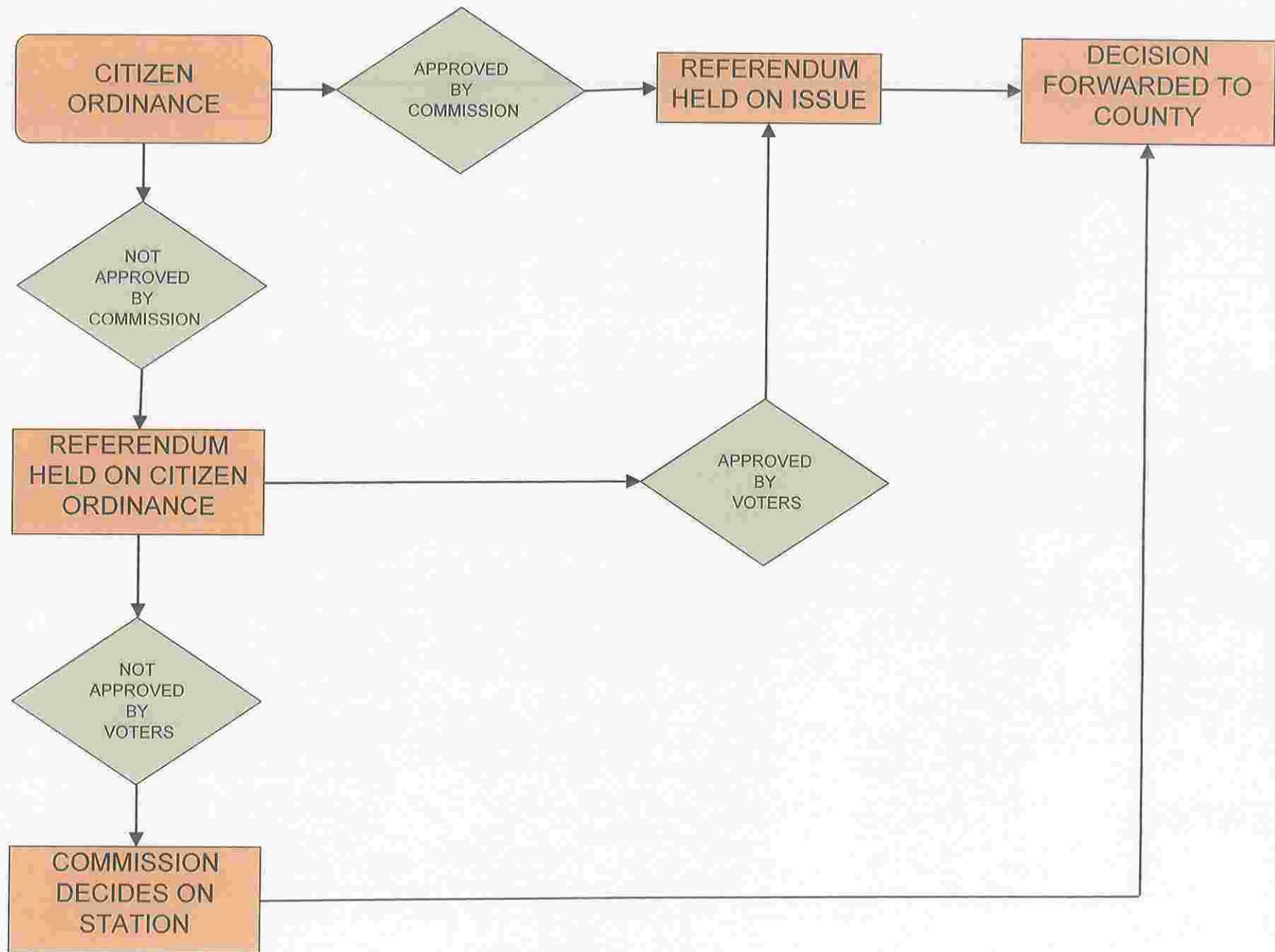
D. Other scenarios

There are other scenarios which could occur. As discussed at the most recent City Commission meeting, the City Commission could reject the ordinances but seek to address the commuter rail issue directly, by ballot or otherwise - however, any path of action by the City Commission besides adoption of the citizen-initiative proposed ordinances would allow the citizen initiatives to proceed.

James S. Williams, P.E., City Manager
Citizen initiatives/commuter rail memorandum
January 9, 2007
Page 4

Under Section 5.08(c) of the City Charter, the citizen initiative committees, by signature of four of the five members of either, can withdraw their petitions "at any time prior to the fifteenth (15th) day preceding the date scheduled for a vote of the city." It is my understanding that there are separate citizen initiative committees, who would not under the City Charter provisions have the right to speak for each other.

Accordingly, if there is a referendum scheduled on either or both of the citizen-initiative proposed ordinances for the anticipated February 13, 2007 primary election, it appears that the last date for withdrawal of a petition would be Monday, January 29, 2007.



**RECOMMENDATION TO THE CITY COMMISSION OF WINTER PARK
FROM
THE PLANNING AND ZONING COMMISSION**

DATE: October 25, 2006

CU 1:05 Request of the Central Park Station Partners LLC for Final Development Plan Approvals under Section 58-86 and Section 58-90 of the Land Development Code pursuant to the Conceptual Approval of the Conditional Use and the Preliminary Development Plan approval for the Planned Development Overlay granted by the City Commission on February 28, 2005 and October 10, 2005, within the Central Business (C-2) District zoning for the four story, mixed use redevelopment of the U. S. Post Office property at 300 N. New York Avenue containing approximately 26,000 square feet of post office facilities, 14,000 square feet of commercial/office space, 69 residential condominiums and 366 parking spaces including basement parking, zoned C-2.

RECOMMENDATION: The Planning Commission recommended unanimous **DENIAL** of the request with a 3-0 vote.

Motion made by John Stevens for Denial, seconded by Patrick Doyle (with amendments added) that the plans do not conform to the preliminary plans approved (January 2005) due to significant changes including:

- 1. Building area increase over 250 square feet**
- 2. Variation in height above grade**
- 3. Modifications and alterations on and to the site plan including relocation of the storm water facilities and a reduction in the building setbacks (upper floors) on the park side and New York Avenue side.**
- 4. Changes in the distribution and location uses within the building**
- 5. Changes in impervious grade uses**
- 6. Inconsistency with original plans as to truck deliveries, and mail drop off**
- 7. Landscape and hardscape plan submitted as preliminary when final revisions are required per code.**

Motion carries unanimously 3-0 for denial.



Jeffrey Briggs, Executive Secretary

ACTION BY THE CITY COMMISSION:



CITY OF WINTER PARK PLANNING & ZONING COMMISSION

Carlisle Meeting
Commission Chambers

October 25, 2006
7:00 pm

MINUTES

Vice-Chairman Margie Bridges called the meeting of the Planning and Zoning Commission to order at 7:12 p.m. in the Commission Chambers of City Hall, 401 Park Avenue South, Winter Park, Florida.

PRESENT: Vice-Chairman Margie Bridges, Patrick Doyle, Drew Krecicki, and John Stevens
Absent: Tom Alday and Rick Swisher. City Staff Present: Planning Director Jeffrey Briggs, Sr. Planner Stacey Scowden, and Recording Planning Technician Caleena Shirley. City Attorney: Tripp Cheek

PUBLIC HEARINGS

CU 1:05 Request of the Central Park Station Partners LLC for Final Development Plan Approvals under Section 58-86 and Section 58-90 of the Land Development Code pursuant to the Conceptual Approval of the Conditional Use and the Preliminary Development Plan approval for the Planned Development Overlay granted by the City Commission on February 28, 2005 and October 10, 2005, within the Central Business (C-2) District zoning for the four story, mixed use redevelopment of the U. S. Post Office property at 300 N. New York Avenue containing approximately 26,000 square feet of post office facilities, 14,000 square feet of commercial/office space, 69 residential condominiums and 366 parking spaces including basement parking, zoned C-2.

Vice Chairman Margie Bridges opened the meeting with an introduction and overview of the general purpose of the meeting. She stated the Planning and Zoning Commissions purpose is to review the final development plans for the redevelopment of the Winter Park Post Office property for the project known as the Carlisle. Mrs. Bridges continued stating that this project received preliminary or conceptual plan approval by the City Commission on January 24, 2005 and on February 28, 2005. She further explained once a project receives preliminary or conceptual approval the developer moves forward to prepare more detailed plans involving additional architectural details, civil engineering matters, storm water retention plans, landscaping plans and other submittals as may be required pursuant to the conditions of approval. Mrs. Bridges provided clarification on the Board's role during the meeting, which is to determine if any significant changes or alterations have been made. The options as spelled out in the code are to determine (a) That no significant changes have been made, or (b) That significant changes have been made but those changes are acceptable, or (c) that significant changes have been made which are not acceptable in which case the developer must amend such plan documents and re-submit such plans for final approval in order to build the project in conformance with the parameters of the original preliminary (conceptual) approval. She stated that the decision of the board on this public hearing item

is a recommendation to the City Commission. Mrs. Bridges ended by over viewing the format for the nights meeting – first allowing Mr. Briggs to present the staffs recommendation, second to allow the applicant to present and finally opening the discussion to receive public comment. She stated that following the closing of public comment there would be discussion among the board members and they would vote on a recommendation to the City Commission.

Planning Director Jeffrey Briggs present the staff report. He stated that this meeting would only provide a brief overview of various details of the project, being that the details were presented during the preliminary approvals. He continued by stating the meeting was a fact based hearing for the Planning and Zoning Commission to determine if the plans are in conformance with what they approved a year and a half ago. He also stated that if there has been changes, it would need to be determined if the changes are acceptable or unacceptable and what type of modifications need to be made. Mr. Briggs acknowledged citizen beliefs of the city making a mistake in granting the initial approval of the project. He continued that in spite of these beliefs the City can not erase the past or the decisions that were made and start over from the beginning. However, Mr. Briggs stated the City can ensure what was promised in the beginning is exactly what we have in the plans today. He stated that many of the attributes of the project are in question on a number of grounds, stemming from the developer recognizing in preparing the final plans, that for physical or financial reasons the second level of the underground parking garage that was planned originally was not feasible to construct. He continued to point out modifications that were made internally to deal with the change in the parking number and some of those changes are being questioned. He pointed out the four issues the majority of the attention is being brought to by various individuals and in their review, these plans are different from what was approved in January 2005.

Mr. Briggs stated the first issue is that of building height, of which the assumption was that the building site was flat and had a level sight with a zero-zero lot elevation, from north to south. Briggs pointed out in the current plans, the site is not flat, and that one would be walking down hill as they exit the post office going towards Carolina Avenue, thus reflecting there is a grade change and affecting the height of the building. Number of questions raised regarding the south end of the building is taller than what was originally represented because of the grade change. The modifications that have been made do meet the code definitions in respect to building height.

He continued by stating, the second issue involves the relocation of storm water retention, which will be located under ground and out of sight, but was originally planned to be on the east side of the building, west of the rail road tracks. Due to park impacts and maintenance access, the underground storm water retention has been moved to the South side of the building, under the right-of-way. This relocation will provided ease of maintenance, and to allow for landscape planning for the park. Due to the change being out of sight and not seen, this change was not deemed to be a significant change.

In addition Mr. Briggs added, the third issue, involves the reduction in the residential density from 130 unit s to 69 units, may people believe this is a significant change. Part of the reason for the approval, for PD Overlay (the variance portion) approval was based on the desire to have people living close to down town and put feet on the street. Staff's prospective is that if it was proposed originally with 69 units, the outcome would have been the same, given the building size was unchanged. The relative amount of square footage of residential units is unchanged and the project potentially has the same benefit to the Park Avenue merchants.

Continuing he presented, the forth issue, where staff does have a concern, which is the change of the building size above grade. When the project originally came in, it was represented to be 194,385 gross square feet, not counting the floor area for parking and loading docks (presented an overhead projection

of the building elevation submitted during preliminary approval). The project now, not counting parking or loading docks, is larger by 33, 415 square feet above grade. Mr. Briggs indicated that the materials presented by the applicant are not accurate in that they represent that the Jan. 2005 preliminary approval was for 225,473 square feet. That is not true citing the original document. Mr. Briggs went on to describe how the applicant's are interpreting the code are also inaccurate and that there clearly has been a change in the distribution of uses within the building (parking has now become office/residential) which also is not permitted by code. Mr. Briggs responded to Board member questions.

Mickey Grindstaff (Attorney for the Central Park Station Partners) – Mr. Grindstaff opened relaying his comfort in presenting to the board, having only three members present, being that the members were present at the beginning of the preliminary process and have adequate knowledge of the history of the project. He continued by addressing the commission with a two fold presentation. The two presentations walked through the initial planning and discussions of the Central Park Master Plan Taskforce, United States Postal Service, Planning and Zoning Commission, City Commission, a number of other City appointed board/ taskforce members, community organizations and citizenry that developed the post office site redevelopment project criteria, plans, Request for Qualification and Request for Proposal process. From the said process, Central Park Station Partners, LLC was selected out of the four proposals received in May of 2004. Mr. Grindstaff continued by reviewing the preliminary and final approvals received by the Planning and Zoning board, the contractual agreement between his client and the United States Postal Service, and the ordinance and Comprehensive Plan amendments, and preliminary approval granted by the City Commission to present date. Mr. Grindstaff contends that the plans are in same conformance as the plans which were submitted and approved previously by the two governing bodies and does not represent any significant changes as defined under the City of Winter Park Land Development Code and Comprehensive Plan. As such, Mr. Grindstaff asserted an action for final approval is warranted. Mr. Grindstaff also relayed the applicant's willingness to address P&Z board member and citizenry questions by way of a publicly noticed workshop that took place in January 2006 and by meeting with Commissioner John Stevens to review, clarify and address specific architectural questions Mr. Stevens relayed.

Mr. Grindstaff relayed that throughout the process beginning in 2004 through final submission of the development plans, Staff reports have found the plans presented by the applicant to have no significant changes and having meet all regulations of the code. He continued by addressing the most current staff report dated October 25, 2005 as being a recommendation that is respected by the applicant, however the applicant disagrees with the current Staff position and contends the plans in question and up for final approval have no significant changes.

Mr. Grindstaff concluded his presentation by expressing the applicants expressed they did not feel a need to come back before the P&Z Board, being that no significant changes were found in previous rounds of approval, but returned to address questions the board may have of the applicant and to address misnomers that have circulated amongst the community regarding the project. Mr. Grindstaff asserted that the components of the building project had not changed and that the architectural refinements made are in compliance with previously approved submissions. He also presented that while mediation efforts were made to come to an agreement regarding the changes in question, the applicant at the City Commissions request was placed back on the P&Z Commission's agenda and they have complied in attendance to this meeting. The applicant answered questions from the Board.

The following people spoke in favor of the project: Joe Terranova, 722 Melrose Avenue

The following people spoke in opposition to the project: Beth Dillaha, 1801 Forrest Rd; Mark Hagle, 1220 Park Ave. N.; Carolyn Cooper, 1047 McKean Circle; Jan Nichols; 1505 Bonnie Burn Circle Vicki Krueger, 200 Carolina Ave. #201; Susan Gabel, 1539 Golfside Dr; Yvonne O. Traylor, 150 Chelton Circle; Kathleen Kiely, 1800 Oneco Ave; Steve Gallagher, 1930 Summerlane Ave; William Traylor, Jr., 150 Chelton Circle; Gene Randall, 1285 Richmond Road; Sally Flynn, 1400 Highland Rd., Kim Allen, 271 Virginia Dr.; Will Graves, 30480 George Mason Ave.; Ann Higbie, 190 Ward Dr.; Forest Michael, 130 N. Center St.

The following person had no position on the project, but spoke to present general information: Michael Harbison, 2150 Forrest Road.

No one else wished to speak concerning the request. Public Hearing closed.

Commissioner John Stevens presented a Power Point presentation to the Board to provide observations relating to the Land Development Code and architectural points to consider while reviewing the applicants request. The conclusion of the presentation was that the external dimensions of the project have been changes. The internal courtyard is smaller but more importantly the external terraces have been reduced in size. Thus, the argument that nothing has changed in this project when viewed from the exterior is a false representation.

Vice-Chairman polled the Board members individually who expressed their discontent with the project and their observations regarding changes made to the plans/ project. Specifically the board referenced the changes in use and location within the project, the plans not having a complete landscape plan, the changes in total gross square footage, the lacking percentage of diversified mixed-use, the removal of a second level of under ground parking, setback changes, scale of project changes, the applicant not providing requested study materials (shade study and digital renderings), loss of affordable housing, loss of units and functionality of post office/ delivery services.

Mickey Grindstaff on behalf of the applicant respectfully chose not to address any of the questions/ concerns of the Board, giving reasoning that many of the questions presented were previously address in earlier hearings and in the disposition statements given in the current meeting. The applicant will proceed in upholding their disposition in the scheduled City Commission meeting.

Jeff Briggs - presented an overhead containing the four options from staff's perception of a means to present a motion for the project, the third option being the staff recommendation.

1. Recommend approval of the project, coming to the conclusion that the project conforms to the original approval. Any modifications made meet the code. Thus there are no significant changes, which is the position of the applicant tonight.
2. Recommendation of approval that the project conforms to the original approval, and perhaps there has been significant changes but those changes and acceptable.
3. Which is the staff recommendation – recommend approval, recognizing that the project has significant changes, can receive final approval if the project plans are revised as staff suggests reducing the gross square footage above grade to 194,385 not including parking and loading docks.

4. Recommend Denial of these final plan submissions. The project has significant changes from the original approval, these changes being unacceptable with specific details and other criteria per your personal observations.

Motion made by John Stevens for Denial, seconded by Patrick Doyle (with amendments added) that the plans do not conform to the preliminary plans approved (January 2005) due to significant changes including:

1. **Building area increase over 250 square feet**
2. **Variation in height above grade**
3. **Modifications and alterations on and to the site plan including relocation of the storm water facilities and a reduction in the building setbacks (upper floors) on the park side and New York Avenue side.**
4. **Changes in the distribution and location uses within the building**
5. **Changes in impervious grade uses**
6. **Inconsistency with original plans as to truck deliveries, and mail drop off**
7. **Landscape and hardscape plan submitted as preliminary when final revisions are required per code.**

Motion carried unanimously 3-0 for denial.

Meeting adjourned at 9:51 pm.

**CITY OF WINTER PARK
PLANNING AND ZONING COMMISSION**

**Updated Staff Report
October 25, 2006**

CU 1:05 Request of Central Park Station Partners for final development plan approval to redevelop the United States Postal Service property, zoned C-2 at 300 N. New York Avenue.

Historical Context

Central Park Station Partners LLC is requesting (1) final development plan approval of its Post Office Redevelopment project pursuant to the Section 58-90 of the Land Development Code which outlines the process for "planned development overlays" and also (2) final approval of a Conditional Use needed for the Post Office Redevelopment project, pursuant to Section 58-86 of the Land Development Code. Preliminary approval of the development plan and conceptual approval of the conditional use were recommended by the Planning and Zoning Commission on January 11, 2005. The City Commission approved the conditional use on January 24, 2005 and approved the Preliminary Development Plans (PD Overlay) on February 28, 2005 (as four votes were needed). The City Commission made those approvals subject to the conditions recommended by the Planning Commission which are as follows:

1. That a development agreement be prepared by the developer for approval by the City incorporating provisions for:
 - a. Air rights easements for balconies and other protrusions into the right-of-way
 - b. Mutual access easements for the public plaza areas
 - c. Provisions for off-site storm water exfiltration and companion maintenance agreements
 - d. Density bonus contributions as suggested by staff
 - e. Hardscape and landscape plan with approvals by the City for pedestrian circulation areas with improvements (including street lights) similar to Park Avenue streetscape
 - f. Underground facilities for electric power
 - g. Building materials and finishes per submitted plans as presented and where not provided then similar to Suntrust building quality.
2. Approval includes submissions for interim or temporary post office facilities.
3. Storm water master plan to be prepared by developer at the direction of the City to include focus on alleviating any existing drainage problems on New York Avenue.
4. Traffic study to be updated by developer including Sprint and Genius Foundation projects with City Commission to determine whether mast arm traffic signal is needed at New York and Canton Avenues. (Has been done)

Under the provisions for "conceptual approvals" of conditional uses, Section 58-86 (e), the granting of a "conceptual approval" is a two-step process which establishes a contractual obligation for the city to issue development orders and building permits for

the development of projects that are consistent with the terms and conditions of a future development agreement (which is officially approved with the final plans). Conceptual approvals do not fix the cost of projects as the subsequent approval (2nd step) of additional plan submittals and approvals by the planning and zoning commission and/or city commission may alter costs associated with the exterior architectural facades of buildings, storm water retention facilities, service facilities, landscaping, signage, walls or fences, etc. So the concept of the two-step process is for the applicant to submit additional more detailed information at the second step (final approval) and for the City to determine that there have not been any significant changes or alterations as the plans have become further refined.

The Planned Development (PD) review process is also a two-step approval process. Step #1 is the approval of the "preliminary development plan". Step #2 is the approval of the "final development plan" together with the "final draft of any development agreement that is needed for the project". According to City Code, "the two steps are designed to allow the applicant to gain review and approval of the general concepts prior to the preparation of detailed final plans." The City Code further states that "if the applicant so chooses and is permitted by the planning and zoning commission, the preliminary development plan and final development plan approvals may be combined in an attempt to reduce the time involved at the applicant's own risk. No such request was made by Central Park Station Partners LLC or approved by the Planning Commission or City Commission on January 11, 2005, January 24, 2005 or February 28, 2005.

As another procedural step and in order to obtain a "final draft of a development agreement" as called for in the code, the applicant submitted to the City Commission and received approval on October 10, 2005 as to the form and content of such a final draft of the development agreement. As contemplated by both the City Code and the City Commission at the time of approval of the form, that development agreement has not been signed by the City and will not be signed until the final development plans have been approved.

Significant Changes/Alterations to the Original Approved Plans

The Planning Commission and the City Commission, in conducting their reviews of proposed development under the City Code, may approve final development plans with alterations from the conceptual or preliminary approvals or they may deny final approval of such plans and require the applicant to comply with the original plan approval details when those alterations are deemed to constitute "significant changes" or "substantial deviations" from the plans initially submitted for conditional use approval or for planned development, preliminary development plan approval. The criteria to be considered in these reviews are specified in Section 58-82 (bb) and in Section 58-90 (4) of the Land Development Code. The Planning and Zoning Official/Planning Director is the designated staff person to determine if significant changes have been made for purposes of the PD Overlay ordinance review {Sec 58-90 (4)(g)}. An initial determination by the Planning Director of no significant change was made in October 2005, when the form of the Development Agreement was submitted to the City Commission for approval, but prior to the submission of these final plans with much more additional detail. The determination in October 2005, that there had not been a significant change to the plans previously approved and was made based solely upon the facts as presented to staff by the development team that the original exterior

dimensions and appearance of the project remained unchanged and that internal modifications to the floor plans that have occurred after preliminary approval reduced the building's intensity (traffic/parking requirements). That preliminary determination however, was subject to further validation, given that the final plans had not been submitted at the time and the opinion that no significant changes had been made since preliminary approval could only be confirmed once the final plans had been received, which was not before those final plans' initial submission by the development team on January 10, 2006, some three months after the approval of the form of the Development Agreement. Based on their final plan submittals, (received after the October 10, 2005 meeting at which the Planning Director tentatively stated that it appeared, based on a partial package submission and statements and representations by the development team, that no significant changes has occurred), four issues of potential alteration of initially approved plans and of consistency with the plans submitted for the original approvals, have been raised.

Two of those criteria are of particular importance. They read as follows from Sec 58-82 (bb):

- (a) When there is an increase in the square footage of a proposed building of more than 250 square feet (*above grade*), and
- (b) When there is a major shift or relocation of the site and floor plan(s) or the distribution of uses within a building.

Building square footage (size)

This issue involves whether the building's square footage has increased over the 250 square foot criteria found in Sec. 58-82 (bb) since the initial approvals. Current plan graphics show and the applicant agrees that the internal courtyard area is smaller than depicted on the initial plans. The original approved plans called for 194,385 gross square feet of above ground building (excluding parking garages and loading docks). The developer has indicated that this original space allocation did not include corridors, stairs and other internal circulation/support spaces. So those items and potentially other changes have increased the size of the building above grade by 33,415 square feet up to a 235,808 square foot building (again excluding parking garage spaces and loading docks).

The developer contends that the zoning code allows this increase based on the definitions of "buildings" and "basements" found in the definition section of the Land Development Code (Sec 58-92). The developer's interpretation is that the building square footage originally approved included two levels of underground parking. The developer contends that it has the legal right to transfer building square footage from the 2nd basement parking level (which has been eliminated from the plans) to the building floors above grade. Their position is that the building square footage has not increased when compared to the original approval which included two basement parking levels and four floors above grade.

When this question first arose, the planning staff indicated to the developers that the City was not comfortable with the shifting of building area and uses from underground and unseen parking lots in basement areas to above ground visible building space. The basic concept in the Code outlined in seven criteria, is that the City should approve substantially the same building project in the final plans as the City originally approved

with the preliminary plans. It is not the same building project. It has increased in size above ground by 33,415 square feet.

The developer's contention is that regardless of what the City intended by its code language regarding significant changes, we cannot enforce the requirement that the same project be returned for final approval as was given preliminary approval because of the definitions of "buildings" and "basements" which allows them to relocate this square footage from the basement to above ground locations and there is nothing that the City can do about it. This contention, by extension, would permit the developers to relocate the entire 87,350 square feet of the second level of the basement parking to the above ground portion of this building and the City has no option other than to conclude that there has been no significant change to the project. Under this line of reasoning, the developers have done less than they are legally allowed to do, by only increasing the size of this project above ground by 33,415 square feet when it could be 87,350 square feet larger.

Staff disagrees with the development team's interpretation of the Land Development Code. The words used in the Code must be construed in context. After the definition of the word "building" in the City Code (Sec 58-92), the term "building coverage" clearly refers to coverage above grade of the lot surface; the term "building façade" clearly refers to the visible face of the building above grade. Staff has always interpreted the size increase limit in the City Code {Sec. 58-82 (bb) (2)} to refer to the square footage above grade, and there is nothing to the contrary of that interpretation in the language of the Land Development Code.

The Planning Commission and City Commission provided further clarification of the legislative intent of this text with the passage of Ordinance 2668-06 on May 8, 2006. The criteria for a significant change to a conditional use now reads "when there is an increase in the square footage of a proposed building of more than 250 square feet above grade". The text "above grade" was added. The developer contends this revised text change does not apply since it occurred after the preliminary approval. Staff feels that the added language is not a "change", but the City Commission simply provided a clarification and ratification of the interpretation under which the City has always operated.

Shift of uses within the project

The related question is whether the shift of basement parking "uses" to above ground post office, retail or residential condominium "uses" represents a "major shift or relocation...(in) the distribution of uses within the building..." The intent of this provision is that if the City approves floor plans and uses proposed in a building and if those are changed significantly, then City should have some authority over such changes that occur between a preliminary and a final approval. For example, when the City approved this project with a prospective restaurant space on the first floor, it could be deemed to be a significant change if the developer decided to move the restaurant to the fourth floor. So it seems easy to conclude that switching the distribution of "uses" in the building from a basement parking "use" to an above ground retail, office or residential condominium "use" could be deemed a major shift in the distribution of uses within the building. Again the developer contends that this new text does not apply.

Staff does not believe the original text permits this major shift or relocation either. The original text reads that a significant change occurs when there is a major shift or relocation of the site plan features of building location (has not occurred), storm water retention (maybe), parking area (definitely has occurred) or driveways (has not occurred). In this case, the basement parking area has undergone a major shift and relocation to an above ground location as well as a change in its usage. Under either the old version of the City Code or under the current language, there would appear to be an alteration of the plans from the initial approval.

Building height

The second issue involves a height issue that has to do with the slope of the site. In January 2005, the plans represented a flat site with ground floor at 0'0" on the north and south ends. As it turns out, the site slopes downhill in the current post office parking lot so that the south property line is lower than the rest of the post office property from the existing post office building north to Canton Avenue. As a result, these current plans contemplate the building being taller on the south end than originally shown. When dealing with sloping sites, the code indicates that you measure height from the average elevation. The developer has adjusted the heights of this building project to comply with the zoning code definition as how building height is measured.

Relocation of storm water retention

The third issue involves the relocation of the underground storm water exfiltration and the key code word is "major" change. Storm water retention was originally proposed to be within underground exfiltration facilities in the basement parking levels and under the city park area to the east of this project, on the west side of the railroad tracks. Due to concerns about impacts on the park and access for maintenance of the vaults within the building's basement, the underground storm water exfiltration has been relocated and is now planned for under the Carolina Avenue right/of/way. This is agreeable to the City as this location is more accessible for future maintenance of that exfiltration system. Staff does not believe this issue should be deemed a "major" change. The change is invisible to the public and being done in large part at the City's request to foster easier maintenance of these facilities.

Reduction in residential density

The fourth contention is that the reduction in the number of condominium units from 130 to 69 was "a material change in a plan detail that was critical to the consensus or decision made by the board or commission". It is the staff's belief that, if from 'Day One' this project had been proposed at 69 larger condominiums versus 130 smaller condominiums in the same size building, the outcome would have been the same. Emphasis on the same size building.

Summary of potential significant changes analysis

The square footage and volume of the building above grade has been changed and increased by 33,415 square feet up to a 235,808 square foot building (again excluding parking garage spaces and loading docks) thereby reducing the size of the internal courtyard open space. The height on a small portion of the building is taller due to the

existing drop in grade across the existing post office parking lot but is in conformance with code. The storm water exfiltration has been moved but in part on the suggestion of the City. The unit and parking counts have changed but parking meets code. Except for the building size issue, none of these issues appear to the planning staff to be significant changes or material changes that would have been critical to the consensus or decision made by the board and commission in January/February 2005.

Review of Current Project Parameters

The building components are 26,000 sq. ft. (increased from 22,000 sq. ft.) of new post office facilities, 17,600 sq. ft. (reduced from 23,500 sq. ft.) of office/retail space, 69 (reduced from 130) residential condominiums and 375 (reduced from 515) parking spaces.

The 375 parking spaces provided are in conformance with code. There are 142 parking spaces provided for the new post office employees and customers. Under our code (one per 250) only 104 are required. There are 70 parking spaces provided for the office and retail space based upon the code requirement of one per 250 sq. ft. and two spaces provided for each condominium unit. There are 25 extra parking spaces for condo visitors/guests who will also be able to use the 70 retail/office spaces after hours and as available.

Floor Area Ratio Modification

In January 2005, this project received a companion modification to our floor area ratio calculation with an ordinance adopted to modify the definition of floor area ratio. The Comprehensive Plan contains a limitation of 200% floor area ratio for any property in the Central Business District land use category. This building as originally requested at 194,385 sq. ft. (excluding the basement levels and parking areas) on an 88,387 square foot site exceeded the floor area ratio of 200%. The City amended this code but limited the geographic extent of the code change to Morse Blvd., east of Park Avenue, and to the New York Avenue corridor. That ordinance was subsequently repealed but the text specifically indicates that the previous definition applies to this project.

Planned Development Variances

Under the terms of our Planned Development (PD) approval process, variances can be approved without the need to change the code or for them to be submitted to the Board of Adjustment. There was one PD variance requested for this project.

This involved modifications to the street setbacks along New York Avenue. Under the terms of the C-2 zoning ordinance tailored for the Douglas Grande/Sprint project and to achieve architectural variation and relief, the first three floors of any building along New York Avenue should be setback at least 15 feet from the street curb for at least one-quarter (25%) of the building frontage and 10 feet from the street curb for no more than three-quarters (75%) of the building frontage. The fourth floor is required to be setback 20 feet from the street curb. The concept of this varied setback is for the building face to move in and out in order to break up the linear façade.

This project has no setback from the property line along the 566 foot length of New York Avenue with variation in the façade of the building provided by architectural

ornamentation. The project contains a colonnade of covered pedestrian area, 6.5 feet in width on the ground level at the street property line to the building wall. The second and third floors are located with zero setback to the New York Avenue property line along this 566 foot length. This PD approval (variance) resulted in the gain of approx. 9,075 sq. ft. of building space (4.7% of the total). The fourth floor is setback 10 feet from the property line or approximately 16 feet from the curb for approximately half of the building wall as opposed to a consistent 20 foot setback as required by the code. These variances from the C-2 zoning regulations result in the gain of approximately 12,000 sq. ft. of building space or about five additional condo units. These setbacks are unchanged since the first submittals and approvals.

Off-site approvals

The 50 foot wide Carolina Avenue right/of/way area on the south end of the building would be used for a public plaza or terrace intended to complement the adjacent park and this building. That drawing shows the plaza extending slightly over onto the former Chamber of Commerce parcel. This public plaza or terrace would accommodate the outside exterior patio dining area for the prospective restaurant tenant envisioned for some of this commercial space. This would be much like the Park Avenue restaurants utilize a portion of the Park Avenue right/of/way for exterior patio dining. The Development Agreement contains an easement for that usage. So this will remain city property and have public access but one recognizes that once the restaurant tables encompass most of this plaza, the city will be in effect "donating" this property to this project for its use both above and below ground, via the easements in the Development Agreement.

An easement arrangement is also contemplated for the 25 feet of city property (former West Park Avenue) on the east side of this building. That plan is included in this packet which was also not developed in January 2005 shows a combination of hardscape patio and landscaping. The Development Agreement contains an easement for that usage.

New York Avenue Streetscape Improvements

These plans depict and the Development Agreement commits the City to construct, within two years of the completion of this project, streetscape improvements to New York Avenue in between Morse Blvd. and Canton Avenue. The prospective budget for the streetscape improvement is \$275,000 which is anticipated to be from CRA revenue. At this time the CRA advisory board and the CRA governing board have not committed any funding toward this project in their approved capital improvements budget. The City cannot legally enter into an agreement that commits future budget votes of the City Commission or CRA governing board. Until such time as that funding commitment is made, the Development Agreement should be revised accordingly.

Density bonus

The PD ordinance authorizes financial contributions toward city goals where deviations from setbacks or heights produce additional density. Given the previous discussions related to the parking deficit in the Central Business District and the need for compensating public parking to fulfill the Central Park Master Plan, the developers are agreed to commit \$400,000 toward the creation of public parking spaces pursuant to future approved plans. (At \$16,000/space this equals 25 spaces) The developers are

also proposing to cover the costs of the landscape and hardscape of the public plaza areas to be built on the south and east sides of this project. With regard to affordable housing goals, related to the density bonus of additional condominium units, the developers agreed to a financial contribution of \$60,000. With regard to the park acquisition goals of the city and recognizing that the park impact fee of \$2,000 per unit covers only 10% of the true cost of park land acquisition, the developers agreed to a financial contribution of \$60,000.

Traffic Impact

As directed by the conditions of approval, the traffic study has been updated since the January 11th P&Z meeting to include the traffic generation from the "Sprint/Douglas Grande" project and the "Jacobsen's/Park Place" project as well as the internal changes to the floor plans for this project. The reduction in residential units and decrease in retail/office space has reduced this project's traffic impact by 19%. The traffic study indicates an adequate level of service at the New York/Canton intersection.

Given the lack of certainty inherent in most traffic consultant's reports, there remains a concern that sometime in the future, a traffic signal may be needed at the New York and Canton Avenue intersection. As a result, the Development Agreement commits the developer to \$35,000 toward such a signal improvement if deemed necessary. That would be about one-third of the total current cost.

The functioning of the loading docks is based upon a design proposed by the architectural team. There has been no traffic engineering analysis performed by a traffic engineer and no traffic operation plans submitted by a traffic engineer describing how this system will function safely. Upon issuance of a building permit for this project the City will be the "traffic engineer of record" for this project. That is not acceptable as the City has had no role in the design or operational plans. The developer must submit a traffic operations plan by a Florida licensed traffic engineer.

Summary and Conclusion

1. As to the Final Development Approval under the PD Overlay ordinance

These plans submitted for Final Development Plan approval subject to the Planned Development (PD) overlay variance (Sec. 58-90) appear to be in substantial conformance with the preliminary approval and no significant changes have been made. This conclusion relates only to that portion of the project granted the PD approval (variance) in order to be closer to New York Avenue than the code setbacks permit. Again, this is only the approximately 12,000 square feet of the project within 10-15 feet of New York Avenue where the variance was granted.

2. As to the Conditional Use approval

These plans submitted for Final Development Plan approval pursuant to the conceptual approval given for the Conditional Use approval (Sec 58-86) which is the entire project, do include changes that may or may not be determined to be significant changes. It is ultimately up to decision of the Planning Commission (as a recommendation) and the City Commission to determine whether such modifications meet the level of significant

changes and whether they are acceptable. The options as spelled out in the code are to determine as follows:

- (a) That no significant changes have been made, or
- (b) That significant changes have been made but those changes are acceptable, or
- (c) That significant changes have been made which are not acceptable in which case the developer must amend such plan documents and re-submit such plans for final approval in order to build the project in conformance with the parameters of the original preliminary (conceptual) approval.

The developer believes that the only conclusion that the City can make is that no significant changes have been made. While the developer acknowledges that the building has increased by 33,415 square feet (above grade), the developer's contention is that the definitions of "building" and "basement" in the code allows this to occur and the City has no legal ability to deny this increase in the size of the building above grade.

Regardless of that determination, a very good case can be made that even if significant changes have taken place, they are acceptable. From the exterior of this building there is no visible change to what the public will see. Setbacks, architecture, heights are all the same. So even if one concedes that significant changes have been made they could easily be determined to be acceptable.

From the planning staff's perspective there have been significant changes to the plans since the preliminary (conceptual) approval which relate to the increase in building size above grade. Even if the legal argument is correct that this 33,415 square feet can be relocated without it being an increase in the square footage of the 'building' then it still would be "a major shift and relocation in the distribution of the 'uses' of the building". Given all the major controversy regarding this project, what is surprising to the staff is that the developer would not want to "bullet-proof" this final development plan approval from any substantial objection. That would be accomplished by asking for the same 194,385 gross square feet of building (not including parking garages or loading docks) above ground that we were shown and approved in January 2005. Otherwise, staff can reach no other conclusion when asked if this is the same project as originally approved. It is not the same project, it is larger.

Staff Recommendation:

Staff recommendation is for "**APPROVAL**" subject to the following conditions:

1. Revisions to the plans to conform to the distribution of uses of the building as originally approved in January 2005 comprising a total of 194,385 gross square feet (excluding parking garage and loading docks)
2. Revisions to the development agreement to delete mandatory city funding for New York Avenue streetscape (as this is subject to future budget approvals by City Commission/CRA governing board)
3. Submission of a traffic operations plan for the loading docks by a licensed Florida traffic engineer

Land Development Code excerpt

As an aide to the reader of this staff report, the text from the Land Development Code detailing the criteria for a significant changes to a conditional use is presented below:

- (1) When there is an increase in the height of a building of more than one foot; or
- (2) When there is an increase in the square footage of a proposed building of more than 250 square feet *above grade*; or
- (3) When there is an increase in the impervious lot coverage of more than 500 square feet; or
- (4) When there is a change in the architectural style of the building; or
- (5) When there is a major shift or relocation of the site *and floor plan(s) or the distribution of uses within the building or major shift or relocation in the* features of building location, storm water retention, parking area and/or driveways; or
- (6) When additional variances are requested that have not previously been made part of the public record in the review by the planning and zoning commission and/or the city commission; or
- (7) When the planning and community development director believe a material change has been made in a plan detail that was critical to the consensus or decision made by the board or commission.

Text above adopted on May 8, 2006 in Sec 58-86 (g) and replaced text previously in Sec 58-82 (bb). Changes shown in italic.

Copy of Preliminary Plan Approved Jan. 2005

CPSP USPS REDEVELOPMENT

WINTER PARK, FLORIDA

PHASE I SUBMISSION FOR APPROVAL

WINTER PARK PLANNING and ZONING SUBMISSION
~PRELIMINARY~
SCHEMATIC DESIGN
DECEMBER 08, 2004

ACi

ASSOCIATED
CONSULTING
INTERNATIONAL



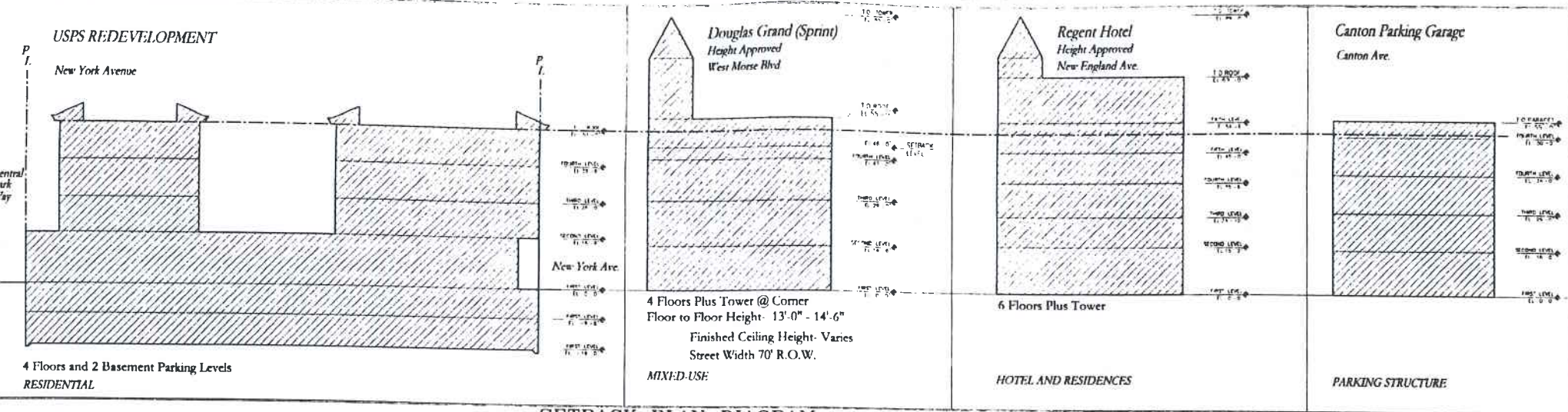
DEVELOPMENT • MANAGEMENT • ARCHITECTURE
FL AA0002940

955 N. PENNSYLVANIA AVENUE
WINTER PARK, FLORIDA 32789 USA

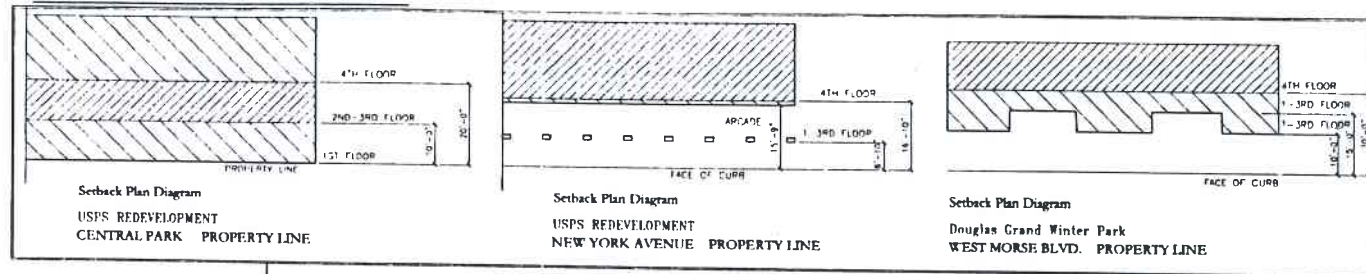
PHONE: (407) 740-8405
FAX: (407) 740-8406

HEIGHT COMPARISON

PHASE I SUBMISSION FOR APPROVAL



SETBACK PLAN DIAGRAM



GENERAL INFORMATION

ZONING DISTRICT -
LOT SIZE - 97,8325 SQUARE FEET - 2.25 ACRES

BUILDING CONFIGURATION

4 RESIDENTIAL FLOORS W/ CENTRAL RESIDENTIAL GARDENS
& 2 LEVELS OF BASEMENT PARKING

BUILDING AREA PROVIDED

BASEMENT LEVEL 2 - PARKING
BASEMENT LEVEL 1 - PARKING
GROUND FLOOR - PARKING / RETAIL / USPS / OFFICE / RESIDENCE AND OFFICE LOBBIES
SECOND FLOOR - RESIDENCES / RES. TERRACES / OFFICE / RES. GARDEN / PARKING
THIRD FLOOR - RESIDENCES / RES. TERRACES / OFFICE / RES. GARDEN
FOURTH FLOOR - RESIDENCES / RES. TERRACES / OFFICE

Central Business District FAR 200% Permits 175,111 gsf
FAR Ord. amends definition to permit 194,385 gsf
19,274 more gsf

182 SPACES
185 SPACES (80 USPS SPACES)
RETAIL 11,740 GSF / USPS 22,000 GSF / OFFICE 2350 GSF / PARKING USPS 61
RES. 34,600 GSF / RES. TERRACES 510 GSF / OFFICE 4,700 GSF / RES. GARDEN 11,500 GSF / PARKING 87 SPACES
RES. 60,910 GSF / RES. TERRACES 4375 GSF / OFFICE 4,700 GSF / RES. GARDEN 9,300 GSF
RES. 53,485 GSF / RES. TERRACES 8525 GSFF

PARKING REQUIRED

ASSUME 1,150 SF/ UNIT (2 SPACES/UNIT) = 259 SPACES
4/1000 = 47 SPACES
4/1000 = 47 SPACES
= 142 SPACES
N/A
N/A
TOTAL = 495 SPACES

PARKING PROVIDED

BASEMENT 2 = 182 SPACES
BASEMENT 1 = 185 SPACES
GROUND FLOOR = 61 SPACES
SECOND FLOOR = 87 SPACES

TOTAL = 515 SPACES, Therefore ok.

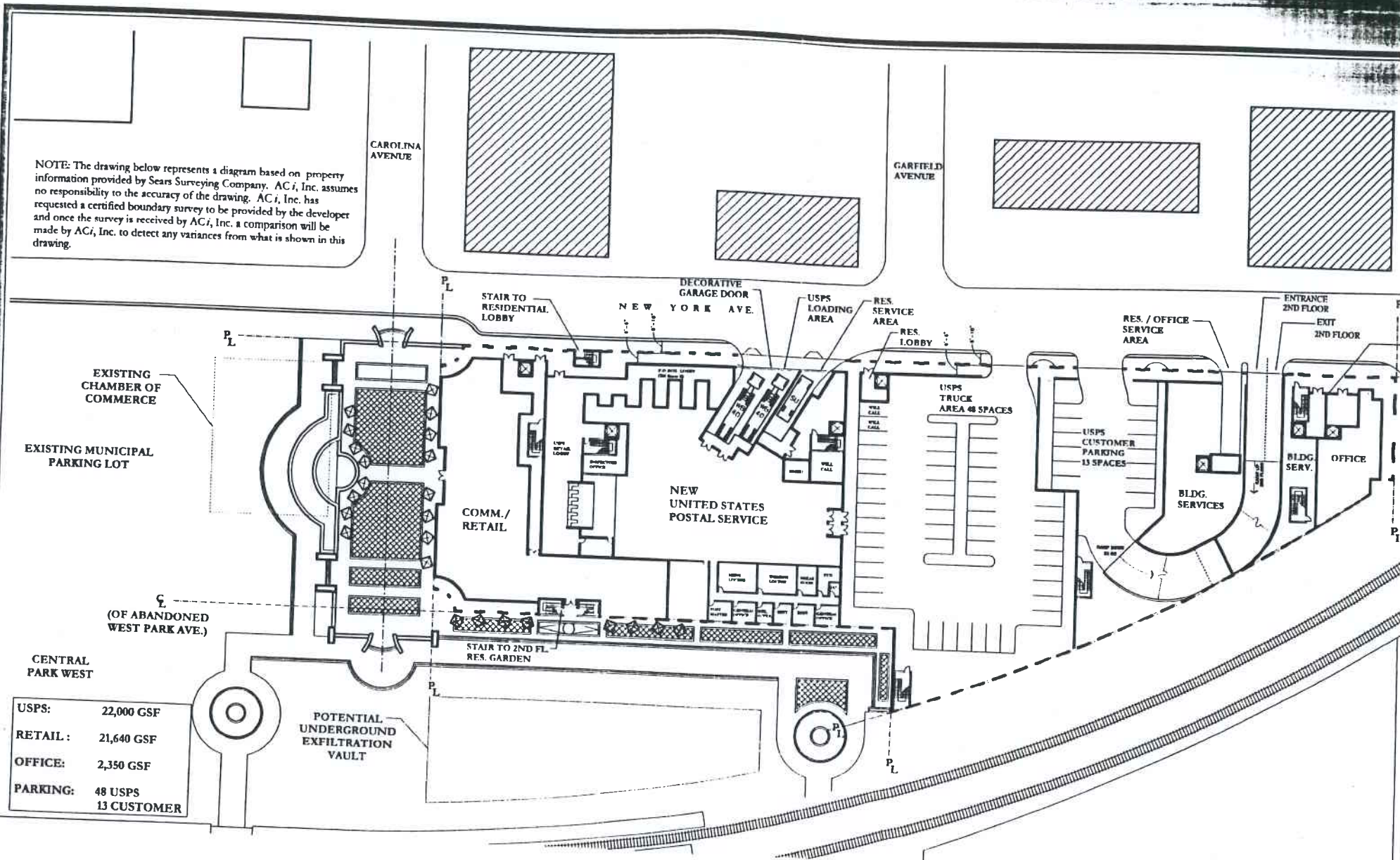
TOTAL RESIDENTIAL = 148,995 GSF
TOTAL OFFICE = 11,750 GSF
TOTAL COMM./RETAIL = 11,740 GSF
TOTAL USPS = 22,000 GSF
TOTAL RES. TERRACES = 13,410 GSF
TOTAL RES. GARDENS = 20,800 GSF

Total 194,385 gsf

GENERAL PROJECT INFORMATION

ALL RESIDENTIAL GSF ARE EXCLUSIVE OF OUTDOOR BALCONIES

NOTE: The drawing below represents a diagram based on property information provided by Sears Surveying Company. ACi, Inc. assumes no responsibility to the accuracy of the drawing. ACi, Inc. has requested a certified boundary survey to be provided by the developer and once the survey is received by ACi, Inc. a comparison will be made by ACi, Inc. to detect any variances from what is shown in this drawing.



USPS:	22,000 GSF
RETAIL:	21,640 GSF
OFFICE:	2,350 GSF
PARKING:	48 USPS 13 CUSTOMER

DECEMBER 08, 2004

GROUND FLOOR

SCALE 1" = 60'

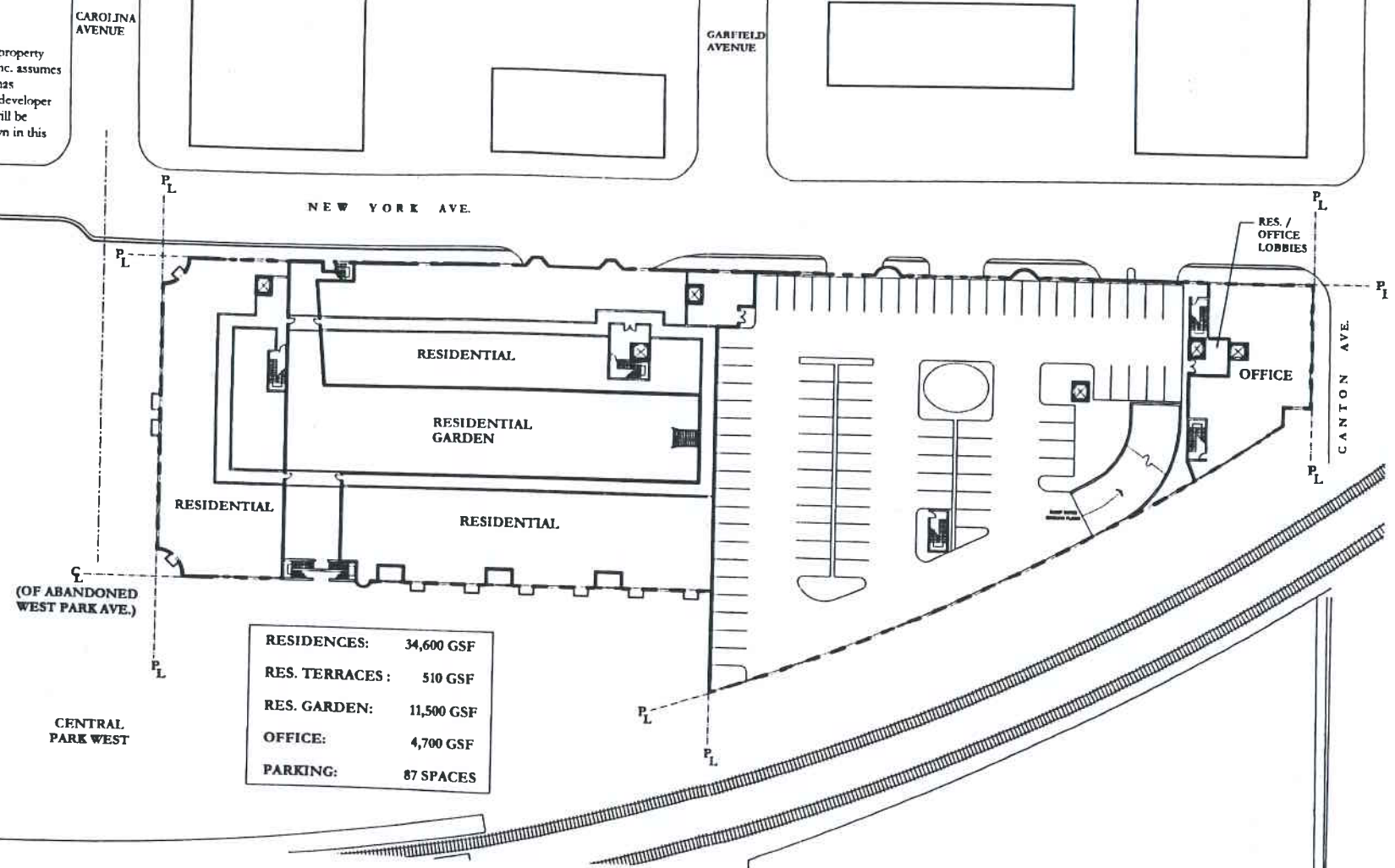
PHASE I SUBMISSION FOR APPROVAL

CPSP USPS WINTER PARK
PRELIMINARY
SCHEMATIC DESIGN



Development Management Architecture
Associated Consulting International, Inc.
955 North Pennsylvania Ave.
Winter Park, Florida 32789
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NOTE: The drawing below represents a diagram based on property information provided by Sears Surveying Company. ACi, Inc. assumes no responsibility to the accuracy of the drawing. ACi, Inc. has requested a certified boundary survey to be provided by the developer and once the survey is received by ACi, Inc. a comparison will be made by ACi, Inc. to detect any variances from what is shown in this drawing.



RESIDENCES:	34,600 GSF
RES. TERRACES:	510 GSF
RES. GARDEN:	11,500 GSF
OFFICE:	4,700 GSF
PARKING:	87 SPACES

DECEMBER 08, 2004

SECOND FLOOR

SCALE 1" = 60'

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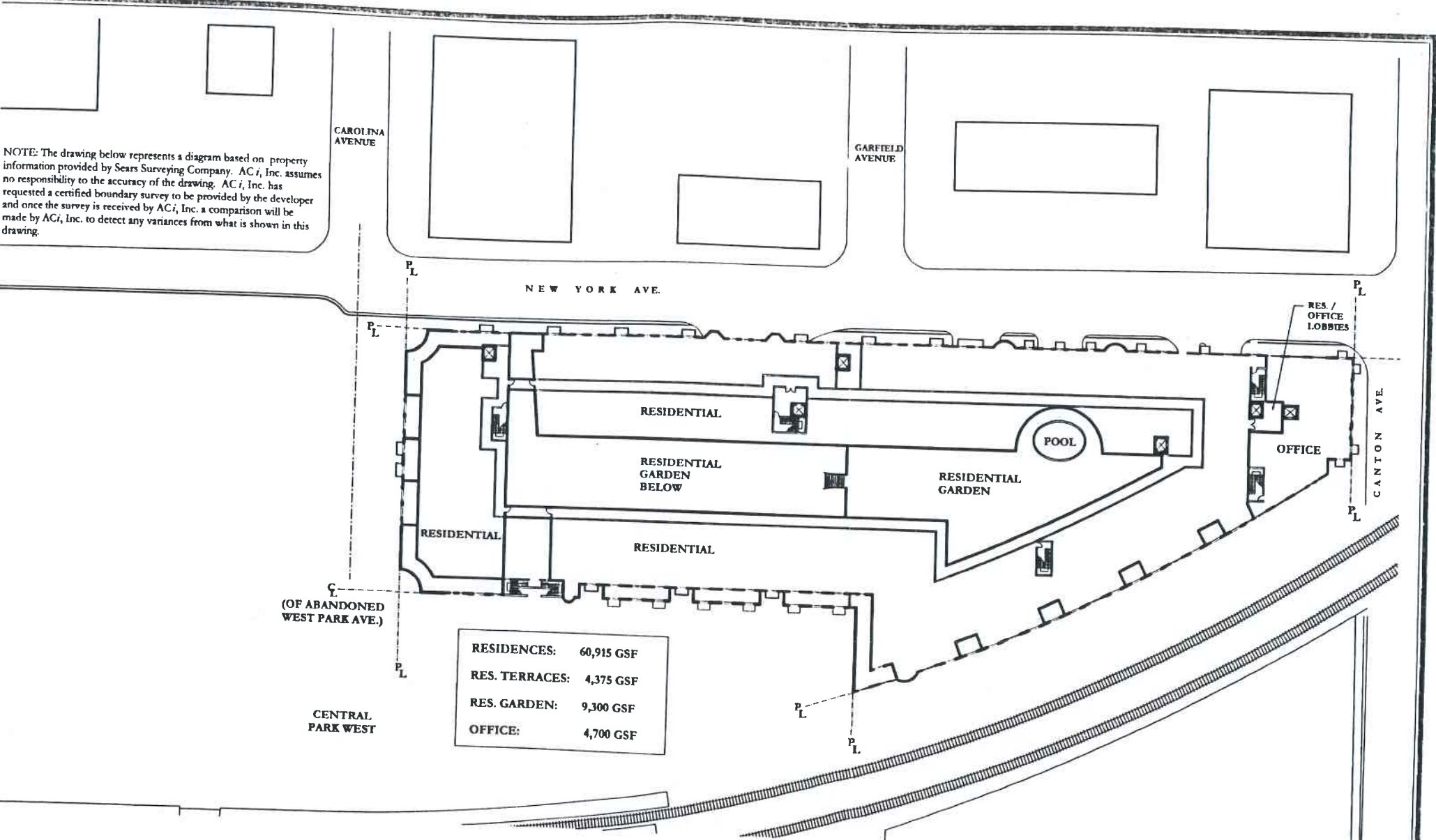
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RESIDENCES:	60,915 GSF
RES. TERRACES:	4,375 GSF
RES. GARDEN:	9,300 GSF
OFFICE:	4,700 GSF

DECEMBER 08, 2004

SCALE 1" = 60'

THIRD FLOOR

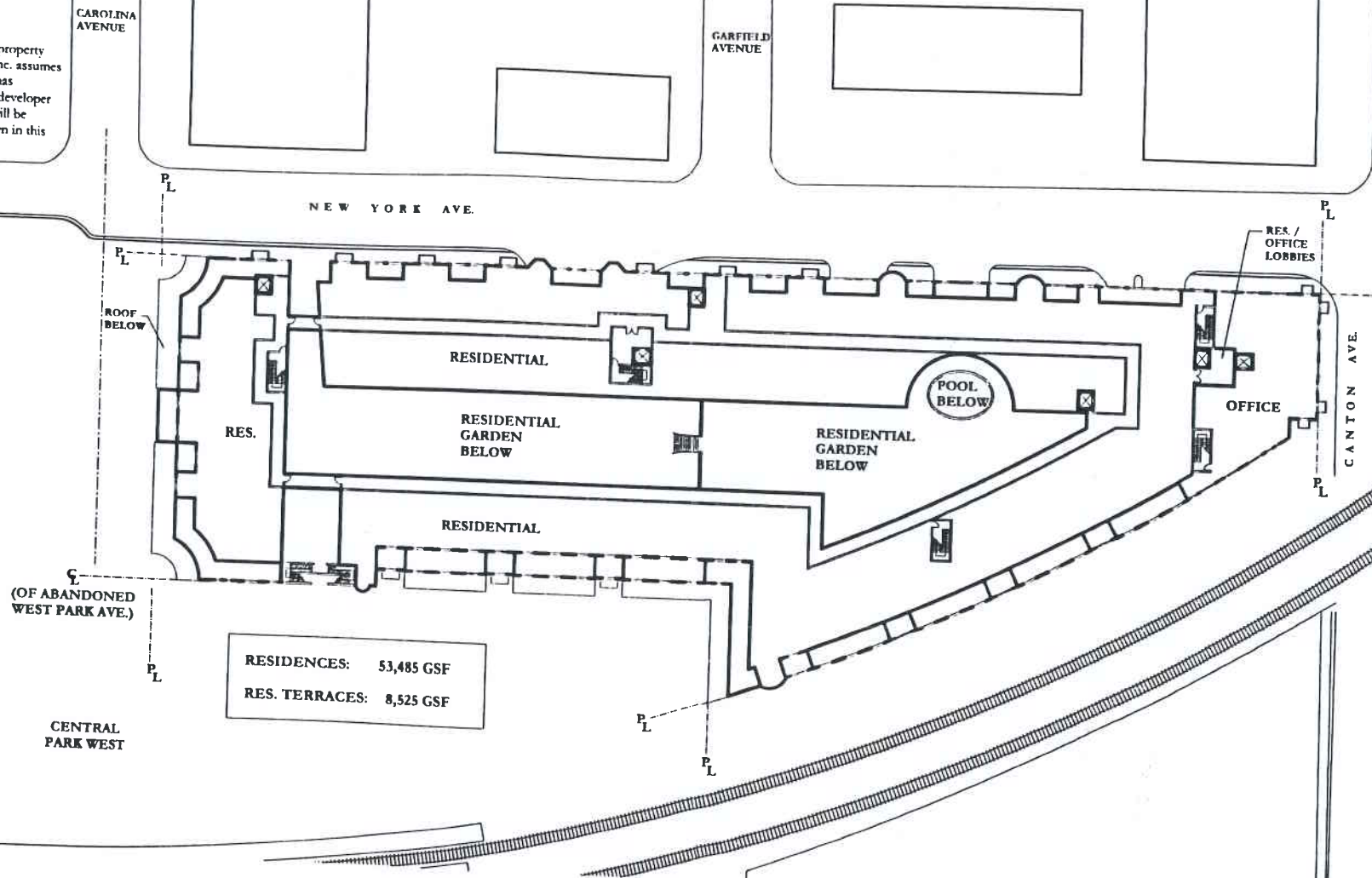
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DECEMBER 08, 2004

SCALE 1" = 60'

PHASE I SUBMISSION FOR APPROVAL

CPSP USPS WINTER PARK
PRELIMINARY
SCHEMATIC DESIGN

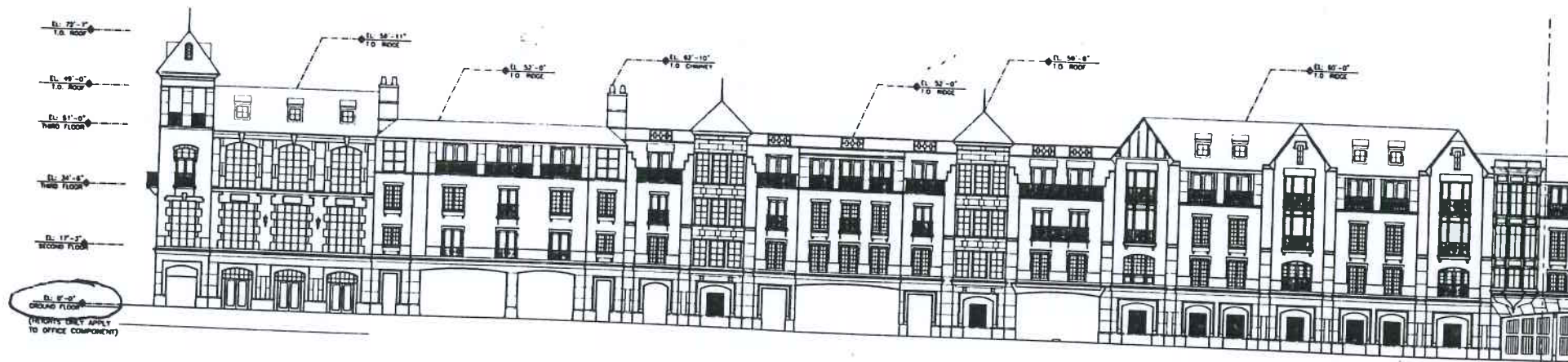


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ELEVATION NEW YORK AVENUE



DECEMBER 08, 2004

ELEVATION NEW YORK AVENUE

SCALE 1" = 30'

PHASE I SUBMISSION FOR APPROVAL

CPSP USPS WINTER PARK
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This column is not accurate. It adds up 225,473 sq. ft. (not counting parking/loading docks)
 Plans approved 1/2005 were 194,385 sq. ft. Not 31,088 larger

THE CARLISLE

Program Comparison (Floor by Floor)

DESCRIPTION	1/2005 P&Z Approved Preliminary Plan	01/2006 Development Plan
LAND	88,387 sq. ft. 2.03 acres	88,387 sq. ft. 2.03 acres
Building configuration	4 - floors mixed use w/ 2 underground parking level	4 - floors mixed use w/ 1 underground parking level
Building Footprint	87,164 sq. ft.	87,164 sq. ft.
LL2		
Underground Parking	87,350 sq. ft. 182 stalls	NA
LL2 FLOOR TOTAL	87,350 sq. ft.	0 sq. ft.
LL1		
Common Parking	54,950 sq. ft. 104 stalls	38,118 sq. ft. 76 stalls
Post Office Parking	32,400 sq. ft. 81 stalls	35,997 sq. ft. 98 stalls
Residential Parking	NA	9,022 sq. ft. 12 stalls
LL1 FLOOR TOTAL	87,350 sq. ft.	83,137 sq. ft.
BELOW GROUND SUB TOTAL	174,700 sq. ft.	83,137 sq. ft.
Ground Floor		
Mixed Use		
P. O. Station	22,000 sq. ft.	23,931 sq. ft.
Commercial/ Retail south	11,740 sq. ft.	7,204 sq. ft.
Office	2,350 sq. ft.	6,793 sq. ft.
Residential Lobbies, Corridors & Vertical Circulation	Included in Building Services below	2,692 sq. ft.
Building Services	6,572 sq. ft.	11,692 sq. ft.
Loading Dock	4,800 sq. ft.	2,322 sq. ft.
P.O. Loading Dock	2,642 sq. ft.	2,316 sq. ft.
Parking Garage	4,500 sq. ft.	4,618 sq. ft.
Entrance		
P. O. Parking	27,450 sq. ft. 61 stalls	19,442 sq. ft. 44 stalls
GROUND FLOOR SUB TOTAL	82,054 sq. ft.	81,010 sq. ft. (Does not include other open areas such as park-front stairs and ground floor open area at North east building corner)
Intermediate level	NA	37,988 sq. ft. 80 stalls
Parking		
Building Services	NA	2,369 sq. ft.
GROUND FLOOR TOTAL (w/ intermediate parking)	82,054 sq. ft.	121,367 sq. ft.

DESCRIPTION	1/2005 P&Z Approved Preliminary Plan	01/2006 Development Plan
Second Floor		
Mixed Use		
Residential Parking	28,000 sq.ft. 87 stalls	26,315 sq.ft. 56 stalls
Residential Units	34,600 sq.ft.	32,812 sq.ft. (including corridors and v. circulation)
Residential Amenity	NA	Included in Residential Units above.
Office	4,700 sq.ft.	NA
Building & Unit Services	7,744 sq.ft.	16,537 sq.ft.
2nd FLOOR TOTAL	75,044 sq.ft.	75,664 sq. ft.
Third Floor		
Residential		
Residential Units	57,610 sq.ft.	45,728 sq.ft. (including corridors and v. circulation)
Residential Amenity	3,200 sq.ft.	3,479 sq. ft.
Office	4,700 sq.ft.	NA
Building & Unit Services	6,574 sq.ft.	22,023 sq.ft.
3rd FLOOR TOTAL	72,120 sq.ft.	71,230 sq. ft.
Fourth Floor		
Residential		
Residential Units	53,485 sq.ft.	44,797 sq.ft. (including corridors and v. circulation)
Residential Amenity	NA	Included in Residential Units above.
Building & Unit Services	10,162 sq.ft.	18,120 sq.ft.
4th FLOOR TOTAL	63,647 sq.ft.	62,917 sq. ft.
ABOVE GROUND SUB TOTAL	292,829 sq. ft.	331,178 sq. ft.
BUILDING TOTAL	467,529 sq.ft..	414,315 sq. ft.

**LOGGIA, TERRACES, &
GARDENS**

1st FLOOR		
Loggia	5,000 sq. ft.	4,991 sq. ft.
2nd FLOOR		
Residential Terr/Garden	12,010 sq.ft.	6,900 sq.ft.
3rd FLOOR		
Residential Terr/Garden	13,675 sq.ft.	7,407 sq.ft.
4th FLOOR		
Residential Terraces	8,525 sq.ft.	11,706 sq.ft.
TOTAL EXTERIOR SPACES	39,210 sq. ft.	31,004 sq. ft.

Recommendation Options

1. Recommend Approval

Project conforms to original approval – modifications meet code thus no significant changes.

2. Recommend Approval

Project conforms to original approval – significant changes have been made but they are acceptable.

3. Recommend Approval

Project has significant changes but can receive final approval if project plans revised by:

- a. Reducing gross square footage (above grade) to 194,385 sq. ft. (not including parking/loading docks)
- b.
- c.

4. Recommend Denial

Project has significant changes from original approval. The significant changes deemed unacceptable are:

- a. Increase in square footage (above grade)
- b.
- c.

MEMORANDUM

CITY OF WINTER PARK

TO: James S. Williams, City Manager
FROM: James E. "Trippe" Cheek, III, City Attorney
DATE: Tuesday, December 19, 2006
SUBJECT: Use of City funds to acquire real property

The issue of use of City funds to acquire real property came up for discussion in the City Commission meeting held yesterday, Monday, December 18, 2006. There were a number of questions asked regarding this point, and this memorandum is an effort to create a reference point for future discussions of this topic.

Sale or disposition of real property

Under Section 2.11(b)(7) of the City Charter, the City Commission may by ordinance convey or lease City lands. A copy of this Section is attached.

Borrowing to purchase real property

Under Section 2.14 of the City Charter, the City Commission has the authority to borrow money, contract loans, and issue bonds. This is a general power, limited only by the Florida Constitution and any general law of the state, and by three specific restrictions. Approval by voter referendum is required before issuance of any of three categories of bonds:

- (1) General obligation bonds which pledge the full faith and credit of the taxing power of the city;
- (2) Revenue bonds intended to finance enterprises or projects which involve the purchase, lease and/or acquisition of real property by the city or agencies thereof, or
- (3) Revenue bonds which pledge specific non ad valorem taxes as the primary source(s) of revenue to pay the principal and interest and which have a principal value in excess of one (1) million dollars. This dollar limitation shall be adjusted annually as of the end of each fiscal year in accordance with changes in the

Memorandum

Use of City funds to acquire real property

Friday, December 29, 2006

Page 2

cost-of-living index as published by the federal government.¹

However, no voter referendum is required "prior to the issuance of revenue bonds which finance the purchase, lease and/or acquisition of park real property and/or park projects by the city or agencies thereof."

This Charter provision, then, does not require a referendum for the purchase of real property. What it requires, speaking generally, is a referendum for the issuance of bonds to raise funds to purchase real property, if the real property to be purchased is not park property.

Acquisition of real property without use of bond financing

As a municipality in the state of Florida, the City may exercise any power for municipal purposes except as otherwise provided by law. See Art. VIII, § 2(b), FLORIDA CONSTITUTION. The City may take action, so long as there is a municipal purpose, unless that action is expressly prohibited by law. See Municipal Home Rule Powers Act, § 166.011 *et. seq.*, Florida Statutes. Purchase of real property by a municipality is clearly contemplated by the Municipal Home Rule Powers Act. See, for example, § 166.045, Florida Statutes.

The City has the power to acquire real property so long as a municipal purpose is being served. The Charter does not require a referendum to be held before the acquisition, unless bond financing is contemplated as part of the purchase.

As a practical matter, if the purchase is an expensive one, the City may be unable to raise sufficient funds to complete the purchase without issuing bonds. In such a case, a referendum would be required - not to allow the purchase, but to allow the money to be raised through bond financing.

P:\City of Winter Park\Memos\Funds to purchase property.memo.001.wpd

¹This limit is currently approximately \$1.9 million.

M E M O R A N D U M

CITY OF WINTER PARK

TO: James S. Williams, City Manager
FROM: James E. "Trippe" Cheek, III, City Attorney
DATE: Friday, December 29, 2006
SUBJECT: Construction in Central Park ordinance

In 1999, the City Commission adopted Ordinance No. 2327, called by some the "Rachel Murrah Ordinance," providing for a referendum by the electors of the City of Winter Park for approval or rejection of the proposed construction of any structure or building on City-owned lands in or adjacent to Central Park.

It appears that this ordinance arose for consideration because of the existence of a proposal to build an office building on City-owned lands in or adjacent to Central Park.

The pertinent language of Ordinance No. 2327 reads: "The proposed construction of any permanent structure or building, including but not limited to office or commercial use, on city owned lands in Central Park located in the Central Business District of Winter Park, which includes all city owned land bounded by Canton Avenue on the north, Park Avenue on the east, New England Avenue on the south, and New York Avenue on the west, shall first be submitted to the electors of the City of Winter Park for approval or rejection."

In 2002, the City Commission amended Ordinance No. 2327 to exempt from its terms "any open park or garden structure such as trellises, fountains, pergolas, gazebos, pavilions or modifications or enhancements to existing Central Park accessory structures."

The terms of this Ordinance as amended have been discussed from time to time, for example when the Art in the Park proposal was being considered by the City Commission. In that situation the primary issue was whether the installations constituted "permanent" structures, and the City Commission considered that they were not, and no referendum was thus required by the Ordinance.

By its terms Ordinance No. 2327 as amended relates to "proposed construction of any permanent structure or building." I have been asked whether this language would also apply to any proposed demolition of a building within the geographic area described by the Ordinance. While the City's Land Development Code does not define "construction," words in ordinances are to be given their normal meanings to the extent possible, as a general tenet of interpretation. I have reviewed the dictionary definition of "construction," which is "the act or process of constructing; the process of being constructed." *American Heritage Dictionary*, 2d College Ed. I do not believe a court would be likely to find that the word "construction" in Ordinance No. 2327 also means "demolition."

DRAFT

AGREEMENT

THIS AGREEMENT ("the Agreement") is made and entered into as of the _____ day of December, 2006, by and between **CENTRAL PARK STATION PARTNERS, LLC**, a Florida limited liability company, whose mailing address is Central Park Station Partners, LLC, 250 Park Avenue, Suite 200, Winter Park, Florida 32789 (the "Developer"), and the **CITY OF WINTER PARK**, a Florida municipal corporation, whose mailing address is 401 Park Avenue South, Winter Park, Florida 32789, Attention: City Manager (the "City").

WHEREAS, from January to December of 2003, the City and the United States Postal Service ("USPS") conducted a series of public meetings to establish the development process for approximately 2.03 acres located at 300 North New York Avenue, Winter Park, Orange County, Florida, currently owned by the USPS and being used as the U.S. Post Office for the City (the "Property"); and

WHEREAS, from January to May of 2004, the City and the USPS completed and published an RFQ/RFP for the re-development of the Property; and

WHEREAS, in July 2004, after interviewing all four companies who responded to the RFQ/RFP, the City and USPS ranked the Developer as number one; and

WHEREAS, the Developer subsequently contracted to purchase and develop the Property through that certain Agreement of Purchase and Sale between the USPS as Seller and Central Park Station Partners, LLC, as Buyer dated October 31, 2004 which Agreement was amended by that certain First Amendment to Agreement of Purchase

and Sale dated November 16, 2005, which amended the Contract in several respects (the "First Amendment") (collectively the "Contract"); and

WHEREAS, the purchase price for the Property includes, among other things, the cost of replacement of the existing USPS facility on the Property with a new postal facility designed and constructed in accordance with USPS plans and specifications; and

WHEREAS, the Contract contemplates the Developer developing the Property in such a fashion as to include a residential component and retail and/or office uses together with construction of the new USPS postal facility (the "Project"); and

WHEREAS, the City has requested and the Developer has agreed to assign the Contract, as amended, to the City upon the following terms and conditions.

NOW THEREFORE, in consideration of the sum of Five Million, Three Hundred Thousand and 00/100 Dollars (\$5,300,000.00) and other valuable consideration not herein recited, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties acknowledge and agree that the recitals set forth above are true and correct, and they hereby adopt and incorporate them into this Agreement by this reference.

2. **Assignment**. Subject to the terms and conditions as set forth hereinafter, the Developer will assign to the City and the City will assume the rights and obligations under the Contract; subject, however, to the USPS consenting to the assignment and

assumption, and release of the Developer from all obligations under the Contract and First Amendment.

3. **Payment and Assignment.** Upon approval by the City Commission and execution of this Agreement, the City shall promptly pay into the Trust Account of Winderweede, Haines, Ward & Woodman, P.A. ("Escrow Agent") to be held in escrow the sum of One Million and 00/100 Dollars (\$1,000,000.00) which shall be maintained in an interest bearing account under the Tax Identification Number of Developer and shall be disbursed as and when hereafter provided (the total of such deposit plus all interest shall be the "Escrowed Funds"). Upon deposit of that sum, the Developer shall promptly execute and deliver to the City the Assignment and Assumption of Agreement of Purchase and Sale attached as Exhibit "A" to this Agreement (the "Assignment"). Within three (3) business days of receipt of the executed Assignment from the Developer, the City shall promptly execute the Assignment and deliver it to the USPS, c/o _____ at _____ for the purpose of obtaining consent to the Assignment by the USPS and release of the Developer from all obligations under the Contract. In the event of a legal challenge to the City's approval of this Agreement, the effectiveness of the Assignment shall be delayed until any such challenge is finally resolved. Within six (6) months of receipt of the executed Assignment from the USPS, or as otherwise provided on an alternate form acceptable to the City by the USPS, the City shall pay to the Developer, the balance of Four Million,

Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00) due under this Agreement and shall direct Escrow Agent to release the Escrowed Funds to the Developer.

4. **Delivery of Payment.** Payment of the sums required under this Agreement shall be delivered to the Developer whose mailing address is Central Park Station Partners, LLC, 250 Park Avenue, Suite 200, Winter Park, Florida 32789.

5. **Continuing Obligations Assumed** Immediately upon execution of this Agreement, the City shall become responsible for payment, on an ongoing basis and during the time this Agreement is in effect and after execution of the Assignment by the USPS, until such obligations terminate, for all periodic expenses presently being incurred by Developer with regard to the Project as identified in Exhibit "B" attached hereto and incorporated herein. The City and the Developer shall use their best efforts to obtain assignments and releases for each agreement identified on Exhibit "B", in a form substantially similar, modified as appropriate, to the assignment attached as Exhibit "A" hereto, which assignment shall become effective only upon USPS' execution of the Assignment.

6. **Consent of USPS.** Upon failure of the USPS to execute the Assignment or provide an acceptable alternate form of consent, within ____ days of delivery of the executed Assignment to the USPS as set forth in Paragraph 3, this Agreement shall be null and void, the Escrowed Funds shall be released to the City, and the Developer

shall once again become responsible for the ongoing expenses identified in Exhibit "B" hereto.

7. **Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the other party at the address appearing on the first page of this Agreement, or (ii) three (3) business days after deposit in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

8. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and any litigation or proceeding hereunder shall occur in courts of competent jurisdiction, sitting in Orange County, Florida.

9. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

10. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

11. **Further Documentation.** The parties agree that any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

12. **Remedies and Attorney's Fees.** The parties hereto recognize and acknowledge that required performance of their respective obligations hereunder, and not simply payment of damages, is the appropriate remedy in the event either party breaches any of its obligations hereunder, such that an order of specific performance or an injunction requiring such performance would be a necessary and appropriate remedy for such breach. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, the non-prevailing party in any action pursued in court agrees to pay to the prevailing party all reasonable costs and expenses, including attorneys' and paralegals' fees, expended or incurred in connection therewith.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

14. **Captions.** Captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

15. **Effective Date.** The effective date of this Agreement shall be the day and year first above written.

IN WITNESS WHEREOF, the Developer and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

DRAFT

Signed, sealed and delivered in the presence of

CITY OF WINTER PARK

Print Name: _____

By: _____
David Strong, Mayor

Print Name: _____

Attest: _____
City Clerk

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA**
Approved as to form and legality this
_____ day of _____,
2006.

**APPROVED BY THE WINTER PARK
CITY COMMISSION AT A MEETING
HELD ON _____
UNDER AGENDA ITEM NO. _____**

**WINDERWEEDLE, HAINES, WARD &
WOODMAN, P.A.**

By: _____
as Counsel to the City

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared, _____ and _____, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF WINTER PARK, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

Signature of Notary

Name of Notary (Typed, printed or stamped)

Commission Number (if not legible on seal)

My Commission Expires (if not legible on seal)

Signed, sealed and delivered in the presence of

CENTRAL PARK STATION PARTNERS, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Stephen R. Walsh

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared, Stephen R. Walsh, as a member of **CENTRAL PARK STATION PARTNERS, LLC**, a Florida limited liability company, who [] is personally known to me or [] produced _____ as identification, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

Signature of Notary

Name of Notary (Typed, printed or stamped)

Commission Number (if not legible on seal)

My Commission Expires (if not legible on seal)

AGREEMENT OF PURCHASE AND SALE

"SELLER"

UNITED STATES POSTAL SERVICE

"BUYER"

CENTRAL PARK STATION PARTNERS, LLC

"PROPERTY"

U.S. POSTAL SERVICE WINTER PARK DOWNTOWN STATION WINTER PARK, FLORIDA

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is entered into by the United States Postal Service ("Seller") and CENTRAL PARK STATION PARTNERS, LLC ("Buyer").

ARTICLE I AGREEMENT TO SELL AND PURCHASE

Seller is the owner of Property located at 300 N. New York Avenue, Winter Park, Florida (address, city, state), as more particularly described in Exhibit "A," together with any improvements constructed thereon. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions contained in this Agreement. This Agreement becomes effective on the date executed by Seller ("Effective Date"). Buyer has the right to terminate this Agreement prior to the expiration of the "Contingency Period" (as hereinafter defined) in accordance with ¶4.1.2 and have the Initial Deposit returned to Buyer. The Closing Date shall occur on or before 365 days after the Effective Date hereof, unless extended by the mutual written agreement of the parties; provided, Buyer shall have the option to extend the Closing Date for up to three (3) one-month extension periods, at a cost of \$25,000.00 for each extension period (the "Extension Fee"), which Extension Fee shall be applicable to the Purchase Price at Closing. In no event shall Closing be delayed beyond fifteen (15) months after the Effective Date hereof.

ARTICLE II PURCHASE PRICE

2.1 Amount of Purchase Price. The Purchase Price for the Property to be paid by Buyer shall be as follows:

- a. Cost of replacement of the existing USPS facility on the Property with a New Postal Facility designed and constructed in accordance with USPS plans and specifications, in turn key, move in, condition;
- b. Cost of a temporary USPS facility for USPS occupancy during construction of the new facility, to be provided by buyer in accordance with USPS specifications, together with all other costs arising out of the relocation of USPS operations to the temporary location, with the location of the temporary facility to be subject to Seller approval; plus
- c. Three Hundred Thousand Dollars (\$300,000.00) less the cost of the NEPA Assessment and the cost of compliance therewith as described in Section 4.8 below, which will be deposited into an escrow account controlled by Seller and which may be used for any purpose; plus
- d. All closing costs of the transaction.

2.2 Terms of Payment. Buyer shall pay Seller the Purchase Price as follows:

2.2.1 Deposit. Upon Buyer's execution and delivery of this Agreement, Buyer shall pay Seller an Initial Deposit of Twenty-Five Thousand Dollars (\$25,000.00). Payment shall be made by

cashier's or certified check made payable to the Closing Agent defined in ¶6.3. If Buyer has not terminated this Agreement pursuant to ¶4.1.2, Buyer shall pay to Closing Agent on or before the Contingency Removal Date an Additional Deposit of Seventy-Five Thousand Dollars (\$75,000.00). The Initial Deposit shall thus have been increased to One Hundred Thousand Dollars (\$100,000.00) (the "Total Deposit"), which Total Deposit also includes any further Deposits by Buyer prior to Closing. Closing Agent will hold all Deposits in escrow by promptly placing Deposits in an interest-bearing bank account; Closing Agent will provide the parties with all specific information concerning this account, including bank name, account number, etc. Closing Agent will return the Deposits to Buyer if either party elects to terminate this Agreement pursuant to paragraph 3.3, or if Buyer elects to terminate the Agreement pursuant to paragraphs 4.1.2 or 4.4. Closing Agent will forward the Deposits to Seller upon any default by Buyer pursuant to paragraphs 7.5 and 7.10.

2.2.2 Balance of Purchase Price. Buyer shall pay Seller the unpaid balance of the Purchase Price on the Closing Date in accordance with Article 6.

ARTICLE III TITLE

3.1 Condition of Title. At Closing, Seller shall convey the Property to Buyer by Special Warranty Deed, subject only to the following:

(a) Any and all restrictions, covenants, easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for roads, pipelines, railroads, and public utilities, whether or not matters of public record;

(b) Applicable zoning and use regulations of any locality, county or state; and

(c) Any other exception that may appear on title information Buyer obtains to which Buyer does not object under ¶3.3.

3.2 Title Commitment. Within fifteen (15) days after the Effective Date hereof, Buyer shall obtain, at the Buyer's expense, an owner's title commitment (ALTA Form B-1970) in favor of Buyer, issued by a title insurance company acceptable to Buyer.

3.3 Objections to Title. Buyer shall notify Seller promptly of any exception regarding Seller's title, whether reflected on a survey or title report obtained by Buyer or otherwise that is objectionable to Buyer. Until the Contingency Removal Date, Buyer may elect to terminate the Agreement, or Buyer and Seller may reach a written agreement as to steps to take to satisfy Buyer's objections. After the Contingency Removal Date, Buyer understands it shall have no right to object to the condition of title, unless Seller has failed to take actions as agreed upon, in which case Buyer may terminate the Agreement. If either party elects to terminate this Agreement pursuant hereto, Closing Agent shall return all Deposits to Buyer, and neither party shall have any further obligations to or rights against the other except the Seller's rights to indemnification under Article 5 and its rights to documents under ¶¶ 4.2, 4.3.1, and in any attachments hereto.

ARTICLE IV CONDITION OF REAL PROPERTY

4.1 Investigation by Buyer.

4.1.1 Buyer's Feasibility Study/Contingency Removal Period. Seller grants permission to Buyer and its agents to enter upon the Property, subject to notice to and approval by Seller, during the Contingency Period (which begins on the Effective Date and ends at 5:00 p.m. on the date that is ten (10) months following the Effective Date (the "Contingency Removal Date") to conduct feasibility studies to investigate every aspect of the condition and status of the Property as Buyer shall in its sole discretion deem necessary or desirable, including, without limitation, consistency with zoning and use limitations, construction of the improvements, the existence and availability of utility connections, soil and groundwater conditions, the presence of underground storage tanks and hazardous wastes or substances, and compliance or consistency with permits, approvals, and applications of or to governmental agencies in connection with the Property. During the Contingency Period, Buyer shall have access to the Property and Seller's records relating to the Property, subject to appointment and USPS security requirements. Seller shall cooperate with Buyer's conducting due diligence, and Seller hereby authorizes Buyer and its designees to consult with governmental agencies concerning the Property. After conducting any such feasibility study, Buyer, at its sole expense, shall restore the Property to the condition that it was in prior to the study unless Seller expressly permits otherwise.

4.1.2 Buyer's Right to Terminate. Buyer may terminate this Agreement for any reason whatsoever by written notice received by Seller prior to 5:00 p.m. on the Contingency Removal Date or, pursuant to Section 4.4 hereof (at which time Closing Agent will return the Initial Deposit to Buyer), and neither party shall have any further obligations to or rights against the other except Seller's rights to indemnification under Article 5, Seller's rights to documents under ¶¶ 4.2, 4.3.1, and in any attachments hereto, and Seller's obligation to return any deposits to Buyer.

4.1.3 Failure to Terminate. If Buyer fails to terminate this Agreement pursuant to ¶4.1.2, then (a) Buyer shall pay to Seller the additional deposit as required by ¶2.2.1, (b) the Initial and Total Deposit shall be non-refundable, except as provided in ¶3.3, 4.6, and in any attachment hereto, and (c) Buyer shall be deemed to represent to Seller that (i) Buyer has concluded whatever feasibility studies it desires in accordance with ¶4.1.1 or otherwise; and (ii) Buyer is satisfied with the condition of title except as timely objected to pursuant to ¶3.2. If Buyer fails to pay the Additional Deposit required by section 2.2.1 prior to the Contingency Removal Date, Buyer shall be deemed to have elected to terminate the Agreement.

4.2 Studies and Reports. All reports, studies, and analyses, including environmental audits, ("Reports") obtained or prepared by Buyer relating to the Property shall be conspicuously labeled as a draft, and copies shall promptly be delivered to Seller. Prior to Closing, Buyer shall not disclose any Report to any party except pursuant to applicable statutory or regulatory requirements or the written consent of Seller, provided that Buyer may furnish a copy of the Reports, subject to this nondisclosure agreement, to Buyer's potential mortgagees or investors, or to any consultants who prepare or review a Report. If the sale under this Agreement does not close for any reason, Buyer shall promptly deliver all copies of the Reports to Seller, which shall become the exclusive property of Seller.

4.3 Seller's Representations and Warranties.

4.3.1 Representations and Information provided to Buyer. Seller's Representative(s) is David Eales. Seller's responsibilities under this Agreement extend only to information or documents

that Seller's Representative(s), without investigation or inquiry of any kind, are personally aware of or have in their direct possession, and not information or documents Seller may have in its possession generally. Seller has not given any person or entity an option, right of first refusal, or other right to purchase the Property. To Seller's knowledge, there is no material litigation concerning the Property. Excepting appraisals, internal memoranda, valuation documents and similar documents, Seller shall promptly make available to Buyer for inspection and copying copies of all surveys, title insurance policies, plans, specifications, and licenses related to the construction, occupancy, or use of the Property, and copies of all contracts relating to operation of the Property, such as service and/or maintenance contracts and management agreements ("Contracts"). After the Contingency Removal Date, Seller shall not, without Buyer's prior written consent, extend or modify any Contract or enter into any new Contracts unless cancelable on not more than thirty (30) days' notice.

4.3.2 No Warranties. No representation, warranty, agreement, or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement shall be binding on Seller. Buyer agrees that Seller is not responsible for the acts and/or omissions of predecessors in title or management of the Property before Seller's acquisition of the Property. Except for those warranties and representations expressly set forth in this Agreement, Buyer understands that the sale provided for herein is made without any warranty by Seller, express or implied, as to the Property's development potential or zoning, the quality of the labor and/or materials included in any of the improvements, the nature, size, or quality of the Property or fitness for any particular purpose, the accuracy of any provided plats or plans, the Property's compliance with applicable laws, regulations, or codes, or the presence or suspected presence of underground storage tanks, piping, or hazardous wastes or substances on or about the Property or groundwater, including asbestos-containing material or lead-based paint.

4.4 Environmental. Buyer shall be responsible for the cost of any new Phase I environmental investigation. If any lender providing financing for the redevelopment requires that any Phase II environmental investigation be completed prior to Closing, Buyer agrees to complete same at Buyer's expense. Within ten (10) business days after the Effective Date hereof, Seller shall provide Buyer with all existing environmental studies, reports, surveys, and investigations and any written information relating thereto that are within Seller's possession or control. All information and documents provided by Seller, which are without warranty of any kind whatsoever, are subject to the nondisclosure requirements of ¶4.2, and all copies shall promptly be returned to Seller if the transaction under this Agreement fails to close for any reason. Should any of the environmental reports, studies, surveys or investigations (whether provided by Seller or obtained by Buyer) reveal the presence of any hazardous waste or any violation(s) of any environmental laws, orders, statutes or regulations which affect the Property or, in Buyer sole judgment, make the Property unsuitable for Buyer's intended use and/or development, the Buyer shall promptly notify Seller. Seller may either remove such hazardous substance or correct any such violation(s) to Buyer's satisfaction (in its sole discretion) or Seller may elect not to correct such violation(s) in which case Buyer may elect, at its option, to terminate this Agreement as provided in Section 4.1.2 hereof

4.5 AS-IS WHERE-IS Purchase. Except for the foregoing section 4.4 (Environmental), Buyer acknowledges that Buyer has inspected the Property and any improvements, and that Buyer agrees to purchase the Property in its AS-IS, WHERE-IS condition WITH ALL FAULTS, whether or not specifically raised herein or by attachment, without recourse, liability, or indemnification of any type from Seller. In no event shall the Purchase Price be reduced or the sale rescinded if the Property fails to correspond to the standard expected, or if Buyer's costs associated with its study and/or use of the Property exceed projections.

4.6 Deleted.

4.7 Development Plan. Buyer agrees to redevelop the Property based on plans to be prepared by Buyer in accordance with USPS specifications and requirements for a 23,000 net usable square foot facility, housing retail and carrier services, loading dock(s) as required, parking spaces for USPS delivery trucks (44) and employees (66) and customers (32) for a total of 142 parking spaces or as otherwise agreed to by Seller. The plans shall show the layout and parking plan for the new development and shall include a phasing plan for temporary relocation of the Seller's operations contained in the existing facility. Plans for the temporary facility shall include the type and location of such temporary facility. It is contemplated that a proposed development will contain a residential component and retail and/or office uses, together with the construction of a new USPS postal facility (the "New Postal Facility") within the development. Seller agrees to provide detailed specifications for the New Postal Facility and the temporary facility within thirty (30) days following the Effective Date. Within one hundred twenty (120) days following receipt of USPS' specifications, Buyer will submit to Seller for review and approval preliminary plans for all work to be performed. Seller will provide review and comments thirty (30) days following submittal by Buyer (if Seller fails to so respond within such thirty (30) day period, the plans, as submitted by Buyer, shall be deemed to be approved). Buyer will submit a detailed project schedule which provides a brief narrative description, start date, completion date, and duration of all activities, and will provide a list of estimated values for all activities (which estimated values will be reasonably updated from time to time and finalized prior to Closing). Buyer will submit final, 100% design drawings, plans, and specifications no later than thirty (30) days prior to the Contingency Removal Date. Buyer will provide the temporary facility and construct the New Postal Facility at Buyer's sole cost and expense in conformity with the final approved plans, drawings, schedule and specifications. Any changes to the work to be performed or substitution of materials which is solely attributable to USPS design or specification changes after USPS approval of the final 100% design drawings, plans and specifications, which would increase the cost of any particular budget item beyond that shown on the budget prepared by Buyer, shall be at Seller's sole cost and expense to the extent such changes can be reasonably made. Buyer shall commence construction of the new Postal Facility within ninety (90) days of the closing date. Buyer shall perform the work in a commercially responsible manner and shall be solely responsible for completion of the New Postal Facility, in accordance with the approved final plans and specifications and project schedule. In the event that performance of the construction of the New Postal Facility is abandoned by Buyer for fifteen (15) days or is more than ninety (90) days behind schedule or Buyer otherwise materially breaches its obligation to construct the New Postal Facility in accordance with the final approved plans and specifications, Seller may treat the occurrence of one or more of the foregoing events as a breach of this Agreement and shall have all rights at law or equity, which shall be cumulative and concurrent, including the right to seek specific performance against Buyer and to demand completion of construction of the New Postal Facility by Buyer's sureties or to cure the default on behalf of Buyer and Buyer shall reimburse Seller for any reasonable sums paid or costs incurred by Seller in curing such default. Notwithstanding the foregoing, cessation or delay in construction of the New Postal Facility shall be excused when caused by Force Majeure events and during such events. The New Postal Facility will be integrated into the proposed development for the site. Upon completion of construction, the New Postal Facility shall be divided from the remainder of Buyer's development project through condominium documents, or as otherwise agreed, and conveyed to Seller for One Dollar (\$1.00), free and clear of all liens and encumbrances, except for a Declaration of Condominium which will be subject to Seller's reasonable review and approval and which will impose on Seller a reasonable proportionate assessment..

4.8 Compliance with Laws. This project is subject to compliance with the National Environmental Protection Act, 42 U.S.C. Sec. 4321 et. seq. (the "NEPA Assessment"), and issuance by Seller of a Finding of No Significant Impact prior to the Contingency Removal Date. Seller's costs for compliance with the Act, not to exceed \$35,000.00, shall be included in the Purchase Price. Seller will within thirty days of execution of the Agreement initiate the NEPA Assessment process and execute a contract with an

environmental consultant and provide Buyer with a copy of the contract. Buyer will be solely responsible for all costs arising out of the NEPA Assessment, up to the sum of \$35,000.00. Seller will be solely responsible for conduct of the NEPA Assessment, including supervision of its environmental consultant. Seller will proceed with reasonable due diligence to complete the NEPA Assessment within 120 days following the Effective Date of the Contract. To the extent the NEPA Assessment is not completed within such 120 day period, all other dates, deadlines and time frames herein shall be extended by a like number of days. At Closing, Buyer shall receive a credit against the Purchase Price for the cost of the NEPA Assessment, not to exceed \$35,000.00. In the event Buyer terminates this Agreement prior to the Contingency Removal Date, Buyer will remain solely responsible for Seller's costs for NEPA Assessment, and no adjustment or other credit will be made for Buyer's costs. Buyer acknowledges that the Davis Bacon Act, 40 U.S.C. Sec. 276a applies to the work to be performed pursuant to this Agreement.

ARTICLE V INDEMNIFICATION

5.1 Buyer's Indemnity. Buyer shall indemnify Seller from and against any claims, liens, costs (including attorneys' fees or allocated costs of in-house counsel), liabilities, damages, losses, or causes of action of whatever kind or nature (collectively "Claims") arising out of or in any way connected, directly or indirectly, with Buyer's, its employees', agents', or contractors' performance or nonperformance hereunder, and/or the use, study, improvement, sale or lease of the Property or entry thereon. Buyer agrees to comply with all laws, regulations, and orders of government agencies pertaining to the presence or suspected presence of hazardous wastes or substances on or about the Property or groundwater, and shall indemnify Seller, and shall waive any of its own Claims against Seller, from and against any Claim arising in connection with the release of any hazardous wastes or substances arising out of or related to Buyer's activities on the Property, including any liability under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any other federal, state or local law, ordinance, or regulation pertaining to the presence or release of hazardous wastes or substances to the environment from or at the Property.

5.2 Buyer's Waiver of Claims. Buyer agrees that Seller shall not be liable to Buyer or its successors or assigns on account of any errors, omissions, or construction defects ("Errors") for work performed by Buyer's contractors and consultants in connection with the Property. Seller hereby assigns to Buyer, effective upon Closing, any and all claims, under contract, tort, or otherwise, it may have for any such Errors, and Buyer agrees to look solely and directly to Buyer's contractors or consultants for any relief for such Errors.

ARTICLE VI CLOSING

6.1 Closing. As of the Closing Date in Article 1, Buyer shall secure its own insurance, have all utilities transferred to its name, and assume all other responsibilities of ownership, including, without limitation, responsibility for utility payments, taxes and assessments, and for personal injury, property damage, or any loss or damage of any type which relate to the Property.

6.2 Closing Agent. The parties name Shutts & Bowen LLP to serve as Escrow Holder or Closing Agent ("Closing Agent"). Closing Agent's address is 300 S. Orange Avenue Suite 1000, Orlando, FL 32801. On the Closing Date, the Closing Agent shall record the deed in accordance with local law,

and shall provide Seller, by Closing Agent's certified or cashier's check, the balance of the purchase price, less any charges as provided under this Agreement.

6.3 Closing Documents. On or before the Closing Date, the parties will deliver the following documents and payments to the Closing Agent:

- (a) Seller shall deliver a Special Warranty Deed conveying the Property in accordance with the Agreement.
- (b) Seller shall deliver an executed assignment of the Leases, if any.
- (c) Seller shall deliver an executed assignment of all Contracts which Buyer has elected to assume, if any.
- (d) Buyer shall provide the balance of the Purchase Price, and execute all documents executed by Seller that assign Leases and Contracts to Buyer.
- (e) Buyer shall provide to Seller a copy of the executed guaranteed maximum price contract for the entire project which shall include the USPS Improvements; executed payment and performance bonds in the full penal amount of the guaranteed maximum contract price, which guarantee contract completion and payment to the Seller; and proof of financing for the cost of Buyer's redevelopment project, provided, however, Seller contemplates that such contract will contain proprietary information and agrees to keep such information confidential. Seller will not disclose any information contained in such contract.
- (f) Buyer shall obtain from any lender for project financing an Agreement Regarding Completion of Construction, substantially in the form attached hereto as Exhibit "B."

6.4 Broker. None. The parties hereby represent to each other that neither has retained a broker of any kind or any other person who would claim a commission on this transaction, and each party shall fully indemnify the other for all claims for brokerage commissions arising through its own acts or omissions, including without limitation commissions, costs, and attorneys' fees relating thereto.

6.5 Further Documents. Seller and Buyer hereby instruct the Closing Agent to use the Agreement as closing instructions. Each party shall perform such other actions or deliver such other documents, including additional closing instructions, as may be reasonable and necessary to complete the sale under the Agreement. Terms of the Agreement shall prevail over any inconsistent additional instruction, unless Buyer and Seller waive the inconsistency in writing.

6.6 Prorations. All items of income and expense, including taxes and assessments, if any, shall be prorated as of the date of Closing. Expense items that may not be able to be determined as of the Closing Date, including, but not limited to, assessments and water and sewer charges, shall be prorated based on the prior month's or year's amount or on other available information. The parties shall make adjustments after Closing when the actual expenses become known.

6.7 Costs. Buyer shall pay the Closing Agent's fees. Buyer's share of such fees shall be deducted from any refund of the Total Deposit under ¶¶ 3.2, 4.5, or by attachment hereto. Buyer agrees that Seller is not responsible for any other costs related to this transaction, including, without limitation, title evidence and costs, property surveys, insurance of any kind, taxes, recording fees and stamps, or environmental assessments, which costs shall not be credited towards the purchase price.

6.8 Seller's Personal Property.

6.8.1 Seller's furnishings and equipment (lobby tables, chairs, file cabinets, etc.), unless affixed to the floor, wall or ceiling, shall be considered personal property not encompassed by this Agreement and shall be removed before Closing, unless the parties agree to a later date (such agreement shall not be unreasonably withheld by either party).

6.8.2 Fixtures, such as scissors lift, counters, and security systems, shall remain with the Property, unless specifically itemized for removal by exhibit. Notwithstanding the above, artwork (murals, sculptures, etc.), post office boxes and facility identification shall be considered personal property of the Seller and shall be removed before Closing unless the Seller makes separate arrangements with the Buyer.

6.9 Other Covenants.

6.9.1 If applicable, covenants and/or other conditions for preserving the Property's historic features are described in Exhibit "C" and shall be made a part of the deed.

6.9.2 If the Property, in whole or in part, contains wetlands or is located in a 100-year floodplain, the instrument of conveyance must reference same and state that the Property may be restricted in use pursuant to federal, state, or local wetland and/or floodplain regulations.

6.10 Possession. Possession of the Property shall be delivered to Buyer at Closing.

6.11 Buyer's Conditions Precedent to Closing. Notwithstanding any other provision herein to the contrary, the obligations of the Buyer in this Agreement are subject to the satisfaction that, at the time of Closing, each of the following conditions (any one of which may be waived in whole or in part by the Buyer at or prior to Closing):

(a) Seller shall have provided to Buyer written approval of the plans and specifications for the new Postal Facility; and

(b) Seller shall have provided to Buyer written approval of the plans and specifications for the temporary postal facility including location and parking therefor.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 Amendments. This Agreement may only be amended by a written document that expressly refers to this Agreement and that is signed by both parties.

7.2 Entire Agreement. This Agreement: (i) integrates all terms and conditions mentioned herein and in all amendments, (ii) supersedes all oral negotiations and prior writings with respect to the subject matter hereof, and (iii) is intended by the parties to be the complete and exclusive statement of the terms agreed to by the parties.

7.3 Authority to Execute. Buyer and Seller represent, and Buyer shall attach to this Agreement documentary evidence thereto, that the person executing this Agreement on their behalf is fully authorized to do so and to bind the respective party to the terms herein. As part of the attachment, Buyer shall indicate how it operates; e.g. as an individual, partnership, or corporation.

7.4 Notices. Any notices required by this Agreement shall be effective if made in writing and either delivered directly; sent by certified or registered mail, return receipt requested; or sent by USPS Express Mail to the following:

Buyer: Central Park Station Partners, LLC
c/o The Keewin Real Property Company
Attention: Allan Keen
Address: 131 West Morse Boulevard, Suite 325
Winter Park, FL 32789
Telephone: 407-645-4400
Facsimile: 407-645-0340

With a copy to:

Broad Street Partners, LLC
Attention: Ken Kupp
Address: 250 Park Ave. South
Suite 200
Winter Park, FL 32789
Telephone: (407) 647-3290
Facsimile: (407) 647-7865

Seller: United States Postal Service
Attention: Manager, Realty Asset Management
Address: 4301 Wilson Boulevard, Suite 300
Arlington, VA 22203-1861
Telephone: 703-526-2783
Facsimile: 703-526-2701

All notices shall be deemed received on the date of the return receipt or acknowledgment of delivery.

7.5 Assignment. Any assignment by Buyer without the prior written consent of Seller, which Seller may grant or withhold in its sole and absolute discretion, shall be null and void. At Seller's election, any such purported assignment shall constitute a default by Buyer, for which Seller may terminate this Agreement, and, notwithstanding ¶ 3.2, 4.5, and any attachment, retain the Initial or Total Deposit, as the case may be, as liquidated damages in accordance with ¶ 7.10.

7.6 Survival of Agreement. The terms, conditions, indemnifications, representations, and warranties contained in this Agreement shall survive the Closing, and shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

7.7 No Recordation. No document relating to the subject matter hereof shall be recorded without the prior written approval by Seller.

7.8 Governing Law. This Agreement shall be governed and interpreted in accordance with federal law.

7.9 Construction. Seller and Buyer acknowledge that each party has reviewed this Agreement and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. It shall be construed neither for nor against

Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

7.10 Damages. This provision does not limit any obligations or indemnities of the parties contained elsewhere in this Agreement.

7.10.1 In the event the sale of the Property does not close as provided herein because of a default of Buyer, including the Buyer delaying closing for any reason unless the delay is agreed to in writing in advance by the Postal Service, Seller may terminate all rights of Buyer to purchase the Property, and Closing Agent shall forward the Total Deposit to Seller, and Seller shall receive and retain the Total Deposit as liquidated and agreed upon damages as Seller's sole remedy for such default. Buyer and Seller understand the impracticality and difficulty of fixing Seller's actual damages in the event of such default, and that the parties therefore agree that the Total Deposit represents a reasonable estimate of the actual damages which Seller would incur. Seller expressly waives the right to seek specific performance against the Buyer for any default which occurs prior to transfer of title.

7.10.2 In the event of default by Seller prior to the Closing Date, Closing Agent shall return the Total Deposit to Buyer or Buyer shall be entitled to specifically enforce the Agreement against Seller. Under no circumstances shall Buyer be entitled to actual, special, or consequential damages, including, but not limited to, anticipated profits.

7.11 Disclosure. Except as and to the extent required by law, or as may be reasonable to consummate the transaction contemplated hereby, neither party shall make (and shall instruct its agents and representatives not to make) any public comments, statements, or commentaries with respect to the existence or terms of this transaction without the prior written consent of the other party.

7.12 Disputes. Seller and Buyer agree to mediate all disputed issues, and to make a good faith effort to resolve same, prior to filing a legal or administrative action. The parties shall mutually agree on the mediator, and shall share equally all costs of the mediation. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

BUYER:

CENTRAL PARK STATION PARTNERS, LLC

Date: 10-6-04

By: 

SELLER:

UNITED STATES POSTAL SERVICE

Date: 10/13/04

By: 

EXHIBIT "A"

All that certain parcel of land situated in the City of Winter Park, County of Orange, State of Florida, described as beginning at the point of intersection of the East line of New York Avenue with the North line of Carolina Avenue and running thence Northwardly along the East line of New York Avenue 590.0 feet to the South line of Canton Avenue; thence Eastwardly along the South line of Canton Avenue and forming an interior angle of 90 degrees 03' 20" with the preceding course, 62.45 feet to a point 40 feet southwestwardly, measured radially, from the original center line of the main tract of the A. C. L. Railroad Company; thence Southeastwardly along the arc of a curve to the right having a radius of 1392.69 feet, said curve being supported by a chord forming an interior angle of 116 degrees 24' 04" with the preceding course and having a length of 342.68 feet, to a point on the center line of Garfield Avenue (now vacated); thence Westwardly, along the center line of Garfield Avenue (now vacated) and forming an interior angle 63 degrees 35' 56" with said chord, 65.12 feet to the center line of West Park Avenue (now vacated); thence Southwardly along the center line of West Park Avenue (now vacated), and forming an exterior angle of 90 degrees 03' 20" with the preceding course, 283.65 feet to the North line of Carolina Avenue; thence Westwardly along the North line of Carolina Avenue forming an interior angle 89 degrees 50' with the preceding course, 150 feet to the point of beginning, all lying and being situate in Section 6, Township 22 South, Range 30 East, Orange County, Florida.

OR Bk 4960 Pg 4543
Orange Co FL 5393470

Record Verified - Martha O. Haynie

EXHIBIT "A-1"

0 ~~XXXXXXXXXX~~ 182 ft

EXHIBIT "A-2"

EXHIBIT "B"

AGREEMENT REGARDING COMPLETION OF CONSTRUCTION

_____ This Agreement Regarding Completion of Construction (the "Agreement") is entered into this _____ day of March 2001, by and between the UNITED STATES POSTAL SERVICE ("USPS"), _____ ("Buyer") and _____ ("BANK").

WHEREAS, this date, the USPS is selling to _____ and _____ is buying from USPS that certain property located at _____ (the "Property"), which Property is more particularly described on Exhibit "A" hereto and by its reference incorporated herein;

WHEREAS, the above referenced purchase and sale transaction is governed by that certain Agreement of Purchase and Sale by and between the United States Postal Service, as Seller, and _____, as Buyer, effectively dated _____;

WHEREAS, the Agreement contains certain obligations of _____ regarding new construction and renovations to the building located on the Property;

WHEREAS, BANK is providing the financing in connection with Buyer acquisition and construction as contemplated by the Agreement; and

WHEREAS, BANK, as a condition of making available said financing to Buyer, is requiring that USPS and Buyer grant it certain rights regarding the completion of construction contemplated by the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event of a default by Buyer under the terms and provisions of the Agreement or the loan documents evidencing the financing, and following the notice of said default to Buyer consistent with the terms of the Agreement and the expiration of all applicable cure periods available to the Buyer thereunder, USPS shall give BANK the opportunity to cure said defaults of Buyer and assume the responsibilities for completion of construction as set forth under the Agreement.

2. The parties hereto acknowledge that BANK may be required to file a foreclosure action to protect its interests in the Property and, in the event BANK has given written indication of its assumption of responsibilities under the Agreement, the Agreement shall remain in full force and effect during the pendency of BANK's foreclosure action.

3. Upon BANK taking title to the Property through its foreclosure action or

otherwise, BANK shall undertake the build-out of the space, for the filing of the condominium documents, and for the reconveyance of the condominium unit back to USPS as required under the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Buyer

By: _____

UNITED STATES POSTAL SERVICE

By: _____

David Eales

Asset Management and Contracting Officer

BANK

By: _____

Name: _____

Title: _____

EXHIBIT "C"

NONE

**FIRST AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE ("First Amendment") is made and entered into as of the 16th day of November 2005, by and between the UNITED STATES POSTAL SERVICE ("Seller"), and CENTRAL PARK STATION PARTNERS, LLC, a Florida limited liability company ("Buyer");

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Agreement of Purchase and Sale effectively dated October 13, 2004 ("Agreement"); and

WHEREAS, Seller and Buyer desire to amend the Agreement for the purposes set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. NEPA Assessment. The parties hereby agree and acknowledge that the NEPA Assessment was completed on July 28, 2005. Further, per Section 4.8 of the Agreement, all deadlines and time frames in the Agreement, including, but not limited to, the Contingency Removal Date and the Closing Date, are extended by 168 days, the number of days between February 10, 2005 (the 120th day following the Effective Date) and the foregoing completion date of the NEPA Assessment.

3. Closing Date. The parties hereby agree that Buyer shall have the right to accelerate the Closing on at least thirty (30) days' written notice to Seller. Notwithstanding the foregoing right of Buyer, or any extensions of the Closing Date available to Buyer set forth in the Agreement and/or this First Amendment, the parties hereby agree that Seller shall not close this transaction at any time from November 1, 2005 to and including January 15, 2006 (the "Non-Closing Period"). Buyer may provide an acceleration notice to Seller during the Non-Closing Period in accordance with the first sentence of this paragraph, as long as the noticed Closing Date is after the Non-Closing Period.

4. Traffic Light for Truck Delivery Dock. It shall be a condition to Seller's obligation to close that the City shall have approved the traffic signal for the truck delivery dock shown on the Approved Space Plan. Buyer shall not give notice to Seller of a Closing Date until such approval is obtained. For purposes of this Section 4, "approval" by the City shall mean approval by the City Council of a Development Agreement in which the foregoing traffic signal is approved.

5. New Postal Facility. The Seller acknowledges that it has approved of the space plan for the New Postal Facility as set forth in the plans prepared by ACI Architects, Inc., attached hereto as Exhibit 1 (the "Approved Space Plan"). Further, the parties acknowledge that the term "final, 100% design drawings, plans, and specifications", as used in Section 4.7 of the Agreement, shall mean the following:

"drawings and other documents based on the Approved Space Plan, that describe the New Postal Facility's architectural design, materials, structural systems, mechanical systems and electrical systems, which documentation shall include floor plans, ceiling plans, sections, elevations and details so as to assure critical functional and operational requirements of the Seller, all in a manner consistent with the level of documentation provided to Seller in a manner consistent with the requirements of the USPS standard

design criteria. Final 100% design drawings, plans, and specifications are subject to review and approval by the Seller prior to closing of the transaction.'

6. Delays. Buyer and Seller hereby agree that, if the development agreement for the Property approved by the City of Winter Park, Florida on October 10, 2005 is legally challenged, or if any other development permit required for the development of the Project is legally challenged, or if the City fails to perform under the development agreement and Buyer pursues legal action to force the City's compliance, all deadlines and dates under this Agreement will be tolled and extended from the date of such legal action until such time as the legal action is resolved and all applicable appeals periods have expired. However, if the Closing has not occurred on or before February 2, 2008, either party shall have the right to terminate the Agreement, following which the Deposit will be returned to the Buyer, and neither party shall have any further obligations under the Agreement except for those which specifically survive termination.

7. No Default. Buyer and Seller hereby agree that no default currently exists under the Agreement.

8. Ratification; Conflict. Except as modified by this First Amendment, the terms and conditions of the Agreement are hereby ratified and confirmed by the parties. All defined terms used in this First Amendment shall have the meaning assigned to them in the Agreement, unless otherwise expressly set forth herein. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first-above written.

"SELLER":

UNITED STATES POST OFFICE

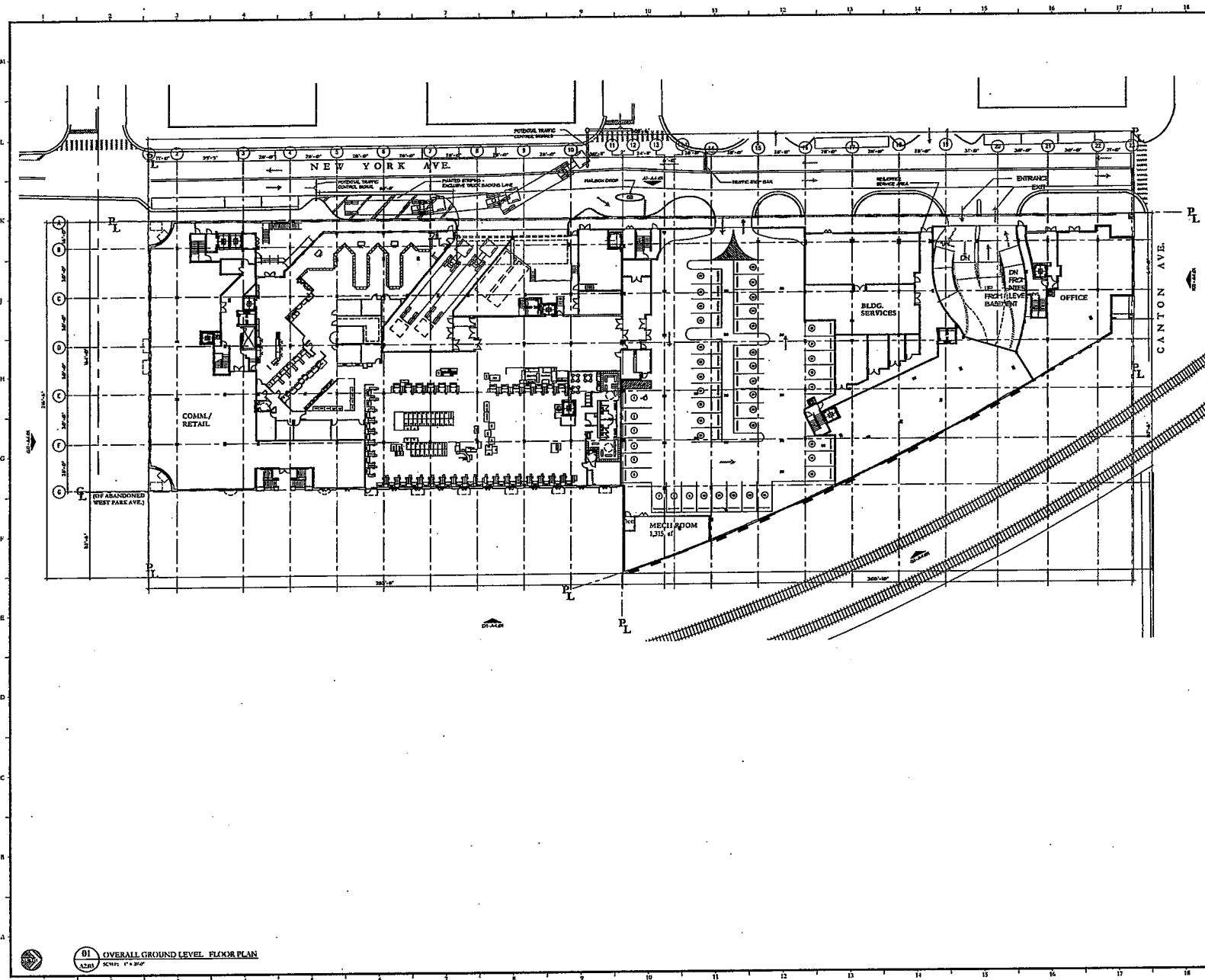
By: [Signature]
Name: DAVID EACES
Its: CONTACTING OFFICER
Date: NOVEMBER 15, 2005

"BUYER":

CENTRAL PARK STATION PARTNERS, LLC, a
Florida limited liability company

By: [Signature]
Name: PAUL F. BRYAN
Its: MEMBER
Date: NOVEMBER 16, 2005

(SEAL)



ACi
CONSULTING
ARCHITECTS
ENGINEERS
PLANNERS

1000 UNIVERSITY AVENUE, SUITE 1000
SAN FRANCISCO, CA 94102
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Revisions			
No.	Date	Issue/Revision	By

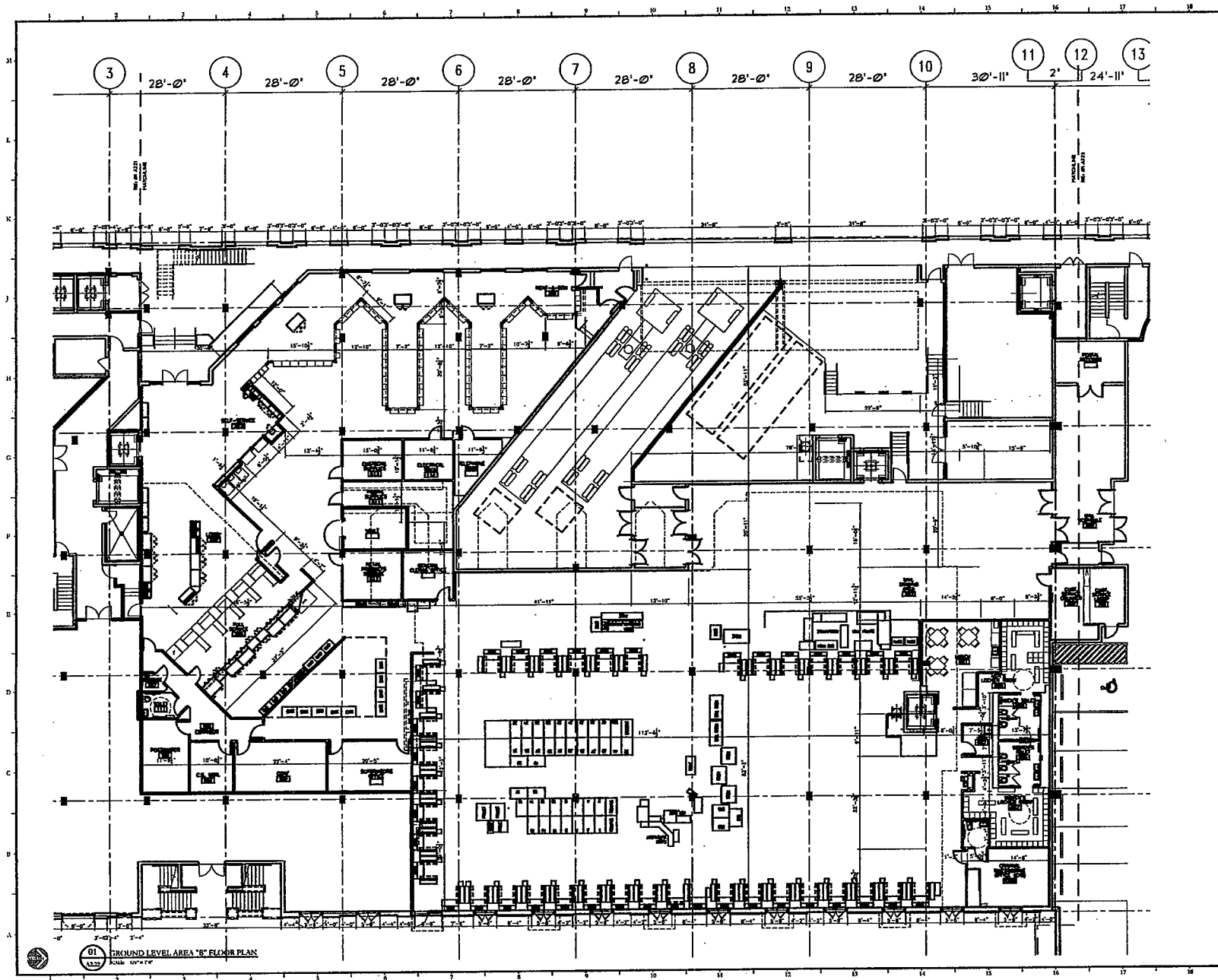
Date: JUN 22, 2005
Checked by:
Drawn by: D412
VLS Name:
Project Name: 300 DEAN DEVELOPMENT
Sheet Name:

**GROUND LEVEL
FLOOR PLAN**
SHEET NUMBER
A2.02

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01 OVERALL GROUND LEVEL FLOOR PLAN
Scale: 1" = 30'-0"



ACI
ASSOCIATED
CONSULTING
ENGINEERS

11400 WILLOW CREEK DRIVE
SUITE 100
DALLAS, TEXAS 75243
PHONE (214) 342-1000
FAX (214) 342-1001

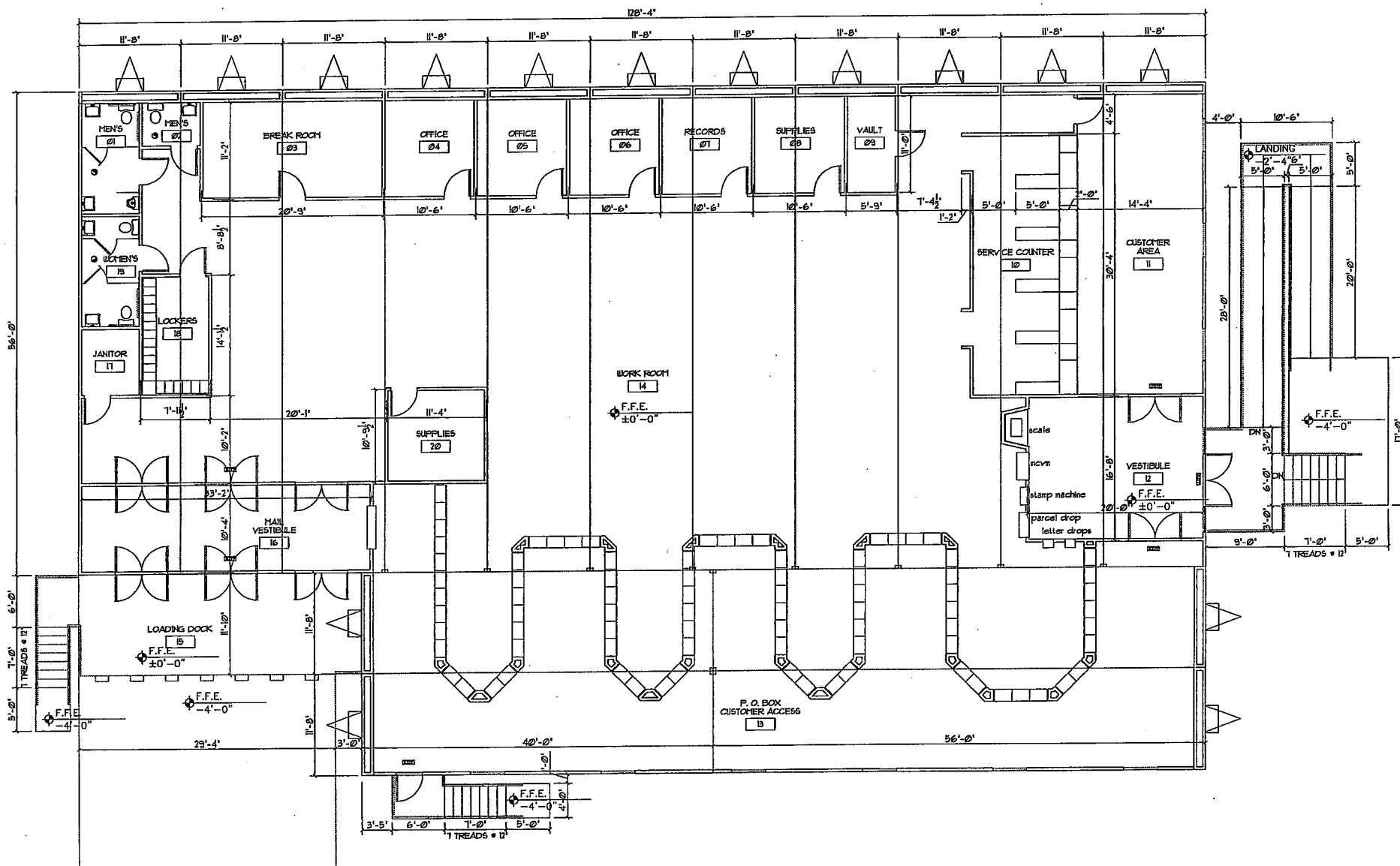
COPYRIGHT NOTICE
This drawing is the property of ACI Associates, Inc. and is to be used only for the project and location specified on the title block. Any reproduction or use of this drawing without the written consent of ACI Associates, Inc. is prohibited.

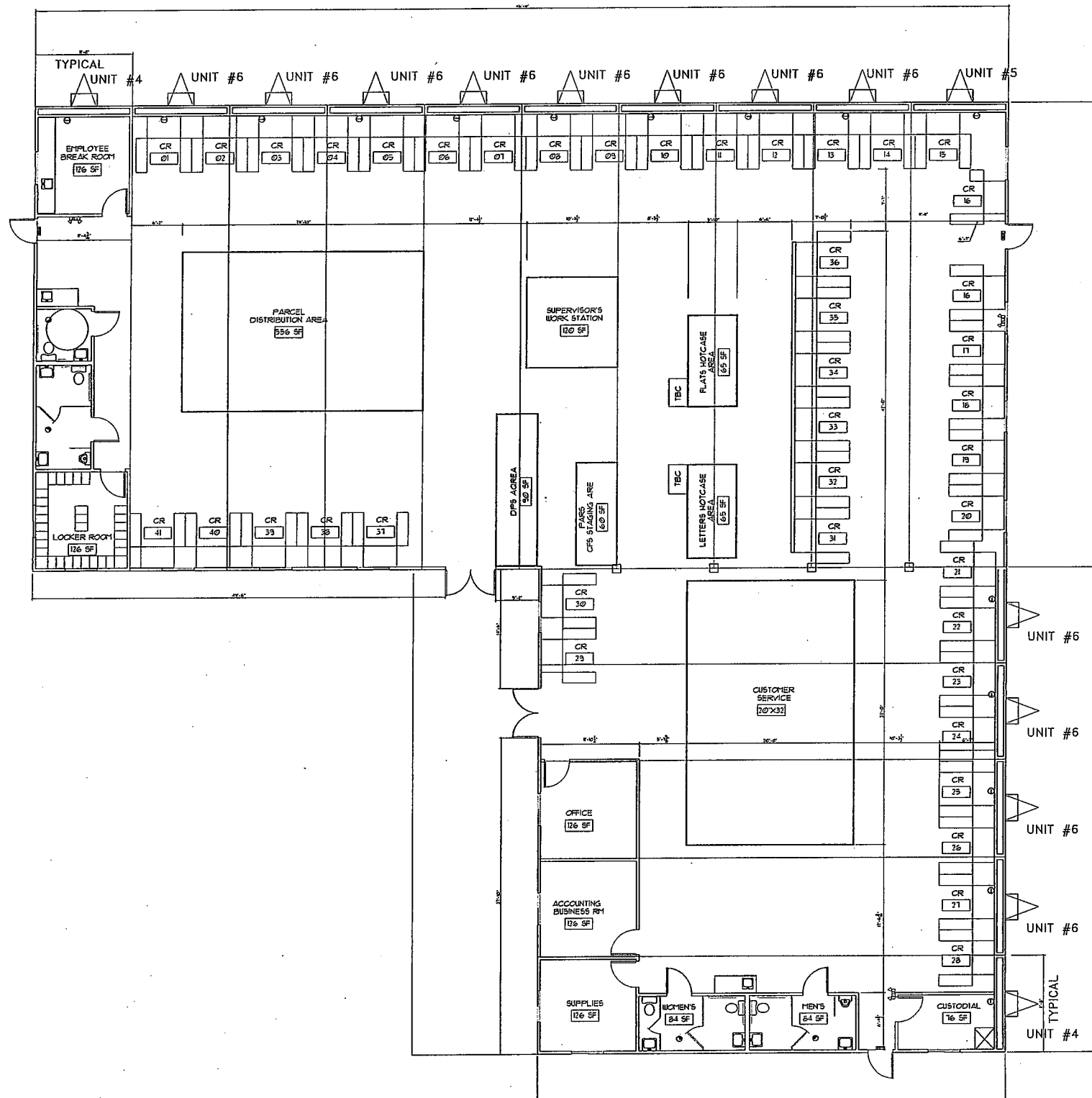
Revisions	
No.	Description
1	Initial Design
2	Revised Design
3	Final Design

Date: JUN 23, 2005
Checked By: [Signature]
Drawn By: [Signature]
Project No.: 0412
File Name:

Phase: 30% DESIGN DEVELOPMENT
Sheet Name:
GROUND LEVEL AREA "B"
FLOOR PLAN
SHEET NUMBER

A2.22





SECOND AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE

THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE ("Second Amendment") is made and entered into as of the 10th day of January 2007, by and between **UNITED STATES POSTAL SERVICE** ("Seller"), and **CENTRAL PARK STATION PARTNERS, LLC**, a Florida limited liability company ("Buyer");

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Agreement of Purchase and Sale effectively dated October 13, 2004 (the "Agreement"); and

WHEREAS, Seller and Buyer entered into that certain First Amendment to Agreement of Purchase and Sale effectively dated November 16, 2005 (the "First Amendment"); and

WHEREAS, the Agreement, as amended by the First Amendment, are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, Seller and Buyer desire to further amend the Agreement for the purposes set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Contingency Removal Date/Closing Date — Dates Certain. Notwithstanding any other provision(s) in the Agreement to the contrary, due to the cumulative delays caused by (a) the completion of the NEPA Assessment, (b) third party litigation challenging the Development Agreement for the Property approved by the City of Winter Park, Florida (the "City"), on October 10, 2005, (c) ongoing disputes with the City over the appropriate process for finalizing development approvals, and (d) the ongoing pursuit of other legal actions to enforce the City's compliance, all deadlines and dates under this Agreement (including, without limitation, the Contingency Removal Date), and the Closing Date shall be tolled and extended to the date certain of February 2, 2009. However, if Closing has not occurred on or before February 2, 2009, either party shall have the right to terminate this Agreement, following which the Deposit will be returned to the Buyer and neither party shall have any further obligations under the Agreement except for those that specifically survive termination.

3. Buyer's Right to Assign to the City of Winter Park. The Seller hereby acknowledges that the Buyer shall have the right to assign all of Buyer's rights, title, interest and obligations in and under the Agreement to the City provided the City assumes all of Buyer's rights, title, interest and obligations under the Agreement and the Seller, Buyer and City execute and deliver to one another a form of Assignment and Assumption of Agreement of Purchase and Sale in the form attached to this Second Amendment as Exhibit "A" , incorporated herein by reference.

4. Additional Amendments if Buyer Assigns Agreement to City. If, and only if, Buyer assigns all of its rights, title, interest and obligations to the City and the City assumes all of Buyer's rights, title, interest and obligations under the Agreement, Seller hereby agrees to the following additional amendments and modifications to the Agreement:

- (i) the Contingency Removal Date shall be tolled and extended until the date certain of February 2, 2010;
- (ii) the City shall have the option to relocate the New Postal Facility (to be owned by the Seller and to include a minimum of a 23,000 net usable square foot facility, housing retail and carrier services, loading dock(s), as required, parking space for USPS delivery trucks (44), and employees (66), and customers (32), for a total of 142 parking spaces) into a new approximately 5-acre municipal complex (the "Municipal Complex") to be located in the northwest quadrant of the intersection of Denning Avenue and Morse Boulevard within the City of Winter Park (a/k/a the former "State Office Site") (the "Relocated New Postal Facility"). The remainder of the Municipal Complex may be utilized for a municipal library and/or other municipal purposes at the City's election;
- (iii) If, and only if, the City elects to relocate the New Postal Facility to the Municipal Complex then the following shall apply:
 - (A) The environmental condition, status of title, and survey of the underlying real property upon which the Relocated New Postal Facility is to be constructed will be subject to the review and approval of Seller .
 - (B) If, and to the extent required by applicable law, the Seller shall cause an appropriate NEPA Assessment to be conducted on the project site upon which the Relocated New Postal Facility is to be constructed within the Municipal Complex; provided, however, Seller will not be required to pay more than \$ 35,000.00 for such NEPA Assessment and any expense for such NEPA Assessment in excess of \$ 35,000.00 will be paid by the City. If such NEPA Assessment analysis shows that a

significant impact to the environment will occur necessitating either a Phase II Environmental Assessment and/or other mitigation measures, then Seller, in Seller's sole discretion, may terminate the City's right to relocate the New Postal Facility to the Municipal Complex unless the Seller and the City reach a mutually satisfactory agreement on how to address the situation. In addition, if such NEPA Assessment is legally challenged and such challenge is not resolved by February 2, 2010, then Seller, in Seller's sole discretion may terminate the City's right to relocate the new Postal Facility to the Municipal Complex.

- (C) The plans and specifications for the Relocated New Postal Facility shall be subject to the review and approval of Seller; and the Seller and the City will follow the review and approval procedure described in Section 4.7 of the Agreement which procedure shall commence as of the date the City notifies the Seller in writing that the City has elected to relocate the New Postal Facility to the Municipal Complex;
- (D) Upon the Seller's approval of the plans and specifications for the Relocated New Postal Facility, any terms and conditions of the Agreement that are unique to the New Postal Facility that was to have been constructed upon the existing site at 300 North New York Avenue shall be deemed to be non-applicable (i.e., without limitation, Section 4 of the First Amendment pertaining to the traffic light for the truck delivery dock); and
- (E) The Closing Date shall be extended until on or before thirty (30) days following the Construction Completion Date (as hereinafter defined) but not later than June 2, 2012 (the "Relocation Closing Date"). The Seller will not be required to convey the Property to the City or to vacate the existing Post Office Facilities until (1) the construction of the Relocated New Postal Facility is completed in a "turn-key" manner and a Certificate of Occupancy is issued by the City to allow Seller to open for business in the Relocated New Postal Facility and (2) the Relocated New Postal Facility is conveyed to Seller, such that the Seller will be able to simply relocate directly into the Relocated New Postal Facility without having to occupy any "Temporary Facilities" at any time.

(F) The following Milestones and Critical Dates shall apply:

- (1) The City will submit to the Seller, ten percent (10%) design drawings, plans and specification no later than June 2, 2009.
- (2) The City will submit to Seller final, one-hundred percent (100%) design drawings, plans and specifications no later than February 2, 2010.
- (3) The City shall commence construction of the Relocated New Postal Facility no later than May 2, 2010; and
- (4) The City will complete construction of the Relocated New Postal Facility to the reasonable satisfaction of the Seller no later than May 2, 2012 (the "Construction Completion Date").

(G) If the City does not elect to relocate the New Postal Facility to the Municipal Complex, or if the Seller elects to terminate the City's right to relocate the New Postal Facility to the Municipal Complex as provided herein, the City will construct the New Postal Facility at the existing site or such other site as shall be mutually acceptable (to be owned by the Seller and to include a minimum of a 23,000 net useable square foot facility, housing retail and carrier services, loading docks, as required parking spaces, USPS delivery trucks (44) and employees (66), and customers (32) for a total of 142 parking spaces) pursuant to plans and specifications and upon terms and conditions to be mutually agreed upon by Seller and the City.

(H) The general contractor to be selected by the City to construct the Relocated New Postal Facility shall be subject to the Seller's right of reasonable approval.

- (iv) the Deposit currently held by the law firm of Shutts & Bowen LLP, as "Escrow Holder" under the Agreement, shall be delivered to the law firm of Winderweedle, Haines, Ward and Woodman, P.A., to be held in escrow pursuant to the terms of the Agreement; and the law firm of Winderweedle, Haines, Ward and Woodman would replace the law firm of Shutts & Bowen LLP as the "Escrow Holder" and "Closing Agent" under the Agreement; and

- (v) for clarification purposes, the executed payment and performance bond(s) contemplated in Section 6.3(e) of the Agreement will be provided by one or more surety companies reasonably acceptable to Seller.

5. Disclosure. Notwithstanding the provisions of Section 7.11 of the Agreement, the Seller hereby acknowledges that the Buyer and the City will disclose the terms and conditions of this Agreement in connection with the City's evaluation of the potential assignment by Buyer of all Buyer's right, title, interest and obligations under the Agreement to the City and the City's assumption of all of Buyer's right, title, interest and obligations under this Agreement; and that the Agreement will become a public record.

6. No Default. Buyer and Seller hereby agree that the Agreement is in good standing and that no default currently exists under the Agreement.

7. Ratification; Conflict. Except as modified by this Second Amendment, the terms and conditions of the Agreement are hereby ratified and confirmed by the parties. All defined terms used in this Second Amendment shall have the meaning assigned to them in the Agreement, unless otherwise expressly set forth herein. In the event of a conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall govern.

8. Counterpart And Facsimile Signatures: The parties hereto acknowledge that this Second Amendment to Agreement of Purchase and Sale may be executed in counterparts, each being deemed to be originals, and facsimile signatures shall also be deemed as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first-above written.

Signed, sealed and delivered in the presence of the following witnesses:

William H. Davis
Signature of Witness
William H. Davis
Printed Name of Witness

Ann L. Conner
Signature of Witness
Ann L. Conner
Printed Name of Witness

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

10744488.2

"SELLER":

UNITED STATES POST OFFICE

By: Stephen C. Roth
Name: Stephen C. Roth
Its: Myr. Asset Mgt. Facilities HQ
Date: 1/9/2007

"BUYER":

CENTRAL PARK STATION PARTNERS,
LLC, a Florida limited liability company

By: _____
Name: _____
Its: _____
Date: _____

(SEAL)

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first-above written.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

Signed, sealed and delivered in the presence of the following witnesses:

Edith R. Anderson

Signature of Witness

EDITH R. ANDERSON

Printed Name of Witness

Richard Horen

Signature of Witness
Richard Horen
Printed Name of Witness

"SELLER":

UNITED STATES POST OFFICE

By: _____

Name: _____

Its: _____

Date: _____

"BUYER":

**CENTRAL PARK STATION PARTNERS,
LLC, a Florida limited liability company**

By: Paul F. Bryan

Name: PAUL F. BRYAN

Its: MANAGING MEMBER

Date: 1/10/06

(SEAL)

10744488.2

EXHIBIT "A"

ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF PURCHASE AND SALE (the "Assignment") is made this ____ day of _____, 2007, by and among **CENTRAL PARK STATION PARTNERS, LLC**, a Florida limited liability company (the "Assignor"), the **CITY OF WINTER PARK**, a Florida municipal corporation (the "Assignee") and the **UNITED STATES POSTAL SERVICE** (the "Seller").

RECITALS

A. On or about October 13, 2004, the Seller and Assignor, as "Buyer" therein, entered into that certain Agreement of Purchase and Sale relating to that certain property located at 300 North New York Avenue, Winter Park, Orange County, Florida, as more particularly described therein (the "Agreement").

B. Seller and Assignor further entered into that certain First Amendment to Agreement of Purchase and Sale, dated November 16, 2005, (the "First Amendment") for the purposes of amending and modifying the Agreement as provided therein.

C. Seller and Assignor further entered into that certain Second Amendment to Agreement of Purchase and Sale, dated _____, 2007, (the "Second Amendment") for the purposes of amending and modifying the Agreement as provided therein. The Agreement, as modified and amended by the First Amendment and the Second Amendment, is now hereinafter collectively referred to as the "Agreement".

D. The Assignor and Assignee desire for the Assignor to assign to Assignee, all of Assignor's rights, title, interest and obligations in and under the Agreement and for the Assignee to accept such assignment and assume all of Assignor's rights, title, interest and obligations thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are hereby approved and incorporated into this Assignment by reference as if they were fully restated herein.
2. **Validity of Agreement.** The Assignor and Seller represent and acknowledge that the Agreement is in full force and effect and that there are no defaults thereunder, nor do circumstances exist which, with the passage of time or the giving of notice, or both, would constitute a default thereunder by either party.
3. **Assignment of Agreement.** The Assignor hereby grants, bargains, sells, assigns, transfers, conveys and sets over unto Assignee, its successors and assigns forever, all of Assignor's rights, title, interest and obligations in and under the Agreement.
4. **Reimbursement of Deposits.** Assignee shall reimburse to Assignor the Initial Deposit in the amount of \$25,000.00, plus interest earned to date in the approximate amount of \$ 1,567.17 (collectively the "Deposit"). The Deposit currently held by the law firm of Shutts & Bowen, LLP, the Escrow Agent under the Agreement, shall be delivered to the law firm of Winderweedle, Haines, Ward and Woodman, P.A., to be held in escrow pursuant to the terms of the Agreement. The law firm of Winderweedle, Haines, Ward and Woodman, P.A. shall replace the law firm of Shutts & Bowen, LLP as the "Escrow Holder" and "Closing Agent" under the Agreement.
5. **Survey and Title.** The Assignee hereby acknowledges Assignee's receipt, review and approval of a copy of that certain Boundary and Topographic Survey prepared by Sears Surveying Company dated October 13, 2004 (Job #040032.003) ("Survey") and the status of title to the property as evidenced by First American Title Insurance Company Title Insurance

Commitment No. 2037-650921 with the effective date October 5, 2004 at 8:00 a.m. (the "Title Commitment").

6. **Acceptance of Assignment; Assumption of Obligations.** The Assignee hereby accepts the assignment of all of Assignor's rights, title and interest under the Agreement. Assignee also hereby fully assumes all of Assignor's obligations under the Agreement and Assignee agrees to be bound to the Seller for performance of the Assignor's obligations under the Agreement to be performed from and after the date hereof.
7. **Seller's Consent to Assignment and Assumption; Release of Assignor.** The Seller hereby acknowledges and consents to the Assignment and Assumption of the Agreement as set forth herein and Seller hereby releases Assignor from any continuing obligations or liability under the Agreement.
9. **Potential Reassignment.** In the event that the City's approval of the agreement to enter into this Assignment is legally challenged and such challenge is not resolved by August 2, 2009, either party shall have the right to require that all the rights, title interest and obligations under the Agreement be reassigned by the Assignee to the Assignor and, in such event, all parties shall execute and deliver such reasonable documentation as is necessary to accomplish such reassignment.. In the event of such reassignment, the Contingency Renewal Date (as defined in the Agreement) and the Closing Date (as defined in the Agreement) shall be extended until February 2, 2010 and Seller and Assignor shall proceed with the Agreement as if it had not been assigned to Assignee.
10. **Counterpart And Facsimile Signatures:** The parties hereto acknowledge that this Assignment and Assumption of Agreement of Purchase and Sale may be executed in counterparts, each being deemed to be originals, and facsimile signatures shall also be deemed as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment the date and year first above written.

"ASSIGNOR"

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

CENTRAL PARK STATION PARTNERS, LLC., a Florida limited liability company

By: _____
Print Name: _____
Title: _____

"ASSIGNEE"

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

CITY OF WINTER PARK, a municipal corporation

By: _____
Print Name: _____
Title: _____

"SELLER"

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

UNITED STATES POSTAL SERVICE

By: _____
Name: _____
Title: _____

ORLDOCS 10735545 3



January 5, 2007

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

City of Winter Park
Mayor and Commissioners
401 Park Avenue South
Winter Park, FL 32789

Dear Mayor and Commissioners,

The Keep Winter Park Beautiful Board proposes to pledge \$50,000 from the KWPB project account toward the Carlisle Fund efforts. The monies in the project account have been accumulated through years of fundraising events and programs sponsored by KWPB members and volunteers.

During the January 3, 2007 meeting of the Keep Winter Park Beautiful Board there was consensus among the attending members to support the Mayor's fundraising efforts. There was no quorum present for the meeting and therefore no vote was taken. However, the issue is being presented as a recommendation from the KWPB members and is being presented to the City Commission for approval to pledge project account funds.

Also at the January 3, 2007 meeting, the Keep Winter Park Beautiful Board members came to a consensus to support the Gateway Signage Project on the billboard property at Fairbanks and I-4 in an amount not to exceed \$50,000.

With your permission, the Finance Director can make the necessary budget adjustments in support of these two important and highly visible projects.

Sincerely

Dr. Chuck Robbins, Chairman
Keep Winter Park Beautiful Board